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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE UNIVERSITY OF AKRON

AND

**THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS,
THE UNIVERSITY OF AKRON CHAPTER**

Contract #1: Effective January 1, 2021 through December 31, 2023

Contract #2: Effective January 1, 2024 through June 30, 2026

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ARTICLE 1

PREAMBLE

Section 1. Agreement

This is an agreement by and between The University of Akron (hereinafter referred to as the "University") and the American Association of University Professors, The University of Akron Chapter (hereinafter referred to as Akron-AAUP).

Section 2. Purpose

The purpose of this Agreement is to set forth the understanding between the University and the Akron-AAUP as to the terms and conditions of employment of members of the bargaining unit as specified herein.

ARTICLE 2

RECOGNITION

The University recognizes the Akron-AAUP as the sole and exclusive representative for the members of the bargaining unit described below for the purpose of collective bargaining as defined in Section 4117.01 of the Ohio Revised Code.

The bargaining unit shall include all full-time faculty of the University of Akron, including librarians holding faculty rank. The following shall be excluded: President; Vice Presidents; Deans; Assistant Deans and Associate Deans of Colleges; Assistants to the President and Vice Presidents; Division Chairs and Department Chairs and School Directors; Adjunct, part-time, temporary, visiting and research faculty; contract professional employees; faculty whose primary appointment is in the University of Akron School of Law; supervisory employees; and all other employees of the University.

ARTICLE 3

MANAGEMENT RIGHTS

Section 1. Recognizing that Ohio law vests full authority and responsibility for the operation of the University in the Board of Trustees ("Board") and restricts the power of the Board to delegate its authority and responsibility, the University, acting by and through its duly constituted authorities, retains and reserves exclusively to itself all rights, powers, prerogatives, responsibilities, and authority vested in it, whether exercised or not.

Section 2. Without limiting the generality of the foregoing, it is understood and agreed that, except as otherwise provided in this Agreement, the Board has the right to adopt new or modify or terminate existing rules, policies, regulations, and procedures in furtherance and accomplishment of its statutorily mandated authorities and responsibilities. The Board shall also have the right to take any action it considers necessary and proper to effectuate any management right reserved to it by Section 4117.08(C) of the Ohio Revised Code, including:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the employer as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 4 **ASSOCIATION RIGHTS**

Section 1. Access to Information for Contract Implementation

- A. At the beginning of the fall semester of each academic year, the University will furnish to Akron-AAUP a complete list of all members of the bargaining unit, including name, academic department, rank, tenure status, gender, years in service, years in rank, year of highest degrees, and base salary. Interim changes, including promotions, terminations, and new hires of bargaining unit faculty, complete with name, academic department, rank, tenures status, and base salary where new or changed, will be provided to the Akron-AAUP immediately following confirmation of the employment action by the Board.
- B. Upon written request by the Akron-AAUP, the University agrees to make available to Akron-AAUP, both in hardcopy and electronic formats, such data and information that is reasonably related to the enforcement or negotiation of this Agreement and future Agreements, including, but not

limited to, any and all budgets, financial reports and student enrollment data.

- C. Akron-AAUP will be furnished information regarding Board meetings and actions in accord with Ohio's open meeting and public records laws.

Section 2. Access to University Resources

- A. During the term of this Agreement the University will allow the full-time use of a room for union officers and designated union representatives.

- B. The University shall provide the following to the Akron AAUP:

office and storage space exclusively for the use of the Akron-AAUP, and non-exclusive conference room space, as well as a telephone line, computer line and access to the University's secured network, all as consistent with what the University has provided immediately prior to the effective date of this Agreement.

- C. The University will deduct regular union dues, fees, fines, and assessments established under the terms of the Akron-AAUP Constitution, using payroll deduction for BUF members, upon presentation of a signed, written deduction authorization by the BUF member. No member of the bargaining unit shall be required to become a member of the Akron-AAUP as a condition for securing or retaining employment at the University. All deductions, together with an alphabetical list of names of members of the Akron-AAUP bargaining unit whose dues or fees have been deducted, shall be transmitted to the Akron-AAUP no later than the fifteenth (15th) of the following month, and upon receipt, the Akron-AAUP shall assume full responsibility for the disposition of all funds deducted. The University shall assess no charge upon Akron-AAUP for the administering of these deductions.
- D. An electronic copy of this Agreement in .pdf format will be provided to the Akron-AAUP.

Section 3. Service Recognition

For purposes of service recognition only, all University committees and administrators evaluating bargaining unit faculty performance shall consider and credit service to the local Akron-AAUP union in the same manner as they consider and credit service to all other University committees; and, shall consider and credit service to the state and national AAUP in the same manner as they consider and credit service to all other professional associations.

Section 4. Release Time

The University will grant release time in the form of workload equivalencies of: (a) three (3) workload hours per academic semester for the Grievance and Contract Administration Officer of the Akron-AAUP (as determined by the Akron-AAUP); (b) three (3) workload hours per academic semester for the Chief Negotiator of the Akron-AAUP negotiating team (as determined by the Akron-AAUP) during those semesters when the parties are negotiating; and (c) three (3) workload hours per academic semester to the Akron-AAUP President, provided, however, that individuals who receive the release time are not thereby relieved of all teaching responsibility during that semester, except as a result of release time for an administrative assignment.

ARTICLE 5 **WORKING ENVIRONMENT**

Section 1. The University recognizes the importance of an adequate working environment and supporting services to promote effective teaching, learning, research and creative activities, and service consistent with the University's mission. Therefore, within the limits of available space and resources, as determined by the University, the University shall make a good faith effort, in a timely fashion, to provide each member of the bargaining unit the following:

- A. Suitable office space with appropriate facilities and equipment therein;
- B. Adequate administrative, technological, and clerical support;
- C. Access to copying services for reasonable academic copying needs;
- D. Office and classroom supplies; and
- E. Library resources, computing systems, classrooms, and laboratories that are responsive to bargaining unit faculty and student needs.

Section 2. During physical renovations that affect bargaining unit faculty offices or laboratories, Administration personnel shall meet with the affected faculty long enough before renovations begin to discuss the anticipated schedule, to formulate a plan for providing temporary resources for faculty, and to take into account faculty input regarding these issues and consider making adjustments based upon faculty input. If the renovations take more than one calendar month, they shall meet monthly (during the academic year only) with the affected faculty to provide updates on the schedule.

Section 3. The University will respond in a timely fashion to reasonable requests from the bargaining unit faculty for measures to secure hazardous materials, and also address concerns or issues related to compliance with applicable Occupational Safety and Health Administration (O.S.H.A.) standards, *as incorporated by state law, Ohio Revised Code Section 4167.07 and Ohio Administrative Code Section 4167-3-01*. The University will

timely notify the Akron-AAUP of any such request and the University's response, as well as any instance of non-compliance with applicable O.S.H.A. standards of which the University has been made aware.

Section 4. Civility Clause

As colleagues, bargaining unit faculty and academic administrators have obligations that derive from common membership in the community of scholars. Behavior that tends to create or contributes to a hostile, demeaning, or humiliating environment, including, but not limited to, abusive language, intimidation, or retaliation will not be tolerated. Colleagues shall respect and defend their colleagues' freedom of inquiry. In the exchange of criticism and ideas, colleagues shall show respect for the opinions of others. Both bargaining unit faculty and academic administrators shall strive to be objective in their professional judgment of their colleagues

ARTICLE 6 **NO STRIKE/NO LOCKOUT**

Section 1. The University and the Akron-AAUP agree that all differences arising under this Agreement shall be resolved by peaceful and appropriate means without any interruption of or interference with the University's programs or operations.

Section 2. During the term of this Agreement, the Akron-AAUP and its agents and officials will not instigate, cause, support, aid, finance, condone, authorize, or participate in, nor shall the bargaining unit faculty instigate, cause, support, aid, finance, condone, authorize, or participate in, any strike, sympathy strike, or any action that would diminish the quantity or quality of work performed by bargaining unit faculty or that would in any way interrupt or interfere with the operations or programs of the University. Such prohibited action includes any violations of Ohio Revised Code, §4117.14(D)(2), §4117.01(H), and §4117.01(I).

Section 3. Any member of the bargaining unit who engages in any activity in violation of this Article shall be subject to the imposition of sanctions up to and including dismissal.

Section 4. Neither the University nor its agents or representatives shall conduct a lockout of bargaining unit faculty during the term of this Agreement.

Section 5. The Akron-AAUP shall inform all members of the bargaining unit concerning their obligations under the provisions of this Article, and the necessity of complying with these obligations, and shall further inform bargaining unit faculty that the Akron-AAUP disapproves of any action that violates this Article.

Section 6. Neither the Akron-AAUP nor any of its bargaining unit members shall engage in any action in violation of Ohio Revised Code §4117.18. The University expressly retains all rights accorded to it pursuant to Ohio Revised Code Chapter 4117 in responding to any activity prohibited by this Article.

Section 7. Nothing contained in this Agreement shall preclude or be construed to preclude the University or the Akron-AAUP from seeking available remedies in a court of law for violation of this Article, including but not limited to injunctive relief.

ARTICLE 7 **NONDISCRIMINATION**

The University agrees to refrain from discriminating against or harassing any bargaining unit faculty member on account of his or her inclusion in a protected class. These protected classes are race, color, religion, sex, sexual orientation, gender identity or expression, age, national or ethnic origin, disability, status as a parent during pregnancy and immediately after the birth of a child, status as a parent of a young child, status as a foster parent, military status, genetic information, or status as a veteran. The University recognizes its legal duty to refrain from discriminating against or harassing any bargaining unit faculty member on account of his or her membership in or activities on behalf of the Akron-AAUP.

ARTICLE 8 **AFFIRMATIVE ACTION**

The University affirms its established policy of non-discrimination in employment, appointment, promotion, tenure, layoff, etc. The University declares its determination to actively recruit, retain and promote qualified women and minorities.

ARTICLE 9 **ACADEMIC FREEDOM, RIGHTS, AND RESPONSIBILITIES**

Section 1. The parties subscribe to the following statements drawn from the *1940 Statement of Principles on Academic Freedom and Tenure* (Sections 2 - 4 below), and from the *Statement on Professional Ethics* (Section 5 below), both issued by the American Association of University Professors (AAUP).

Section 2. Bargaining unit faculty are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research for pecuniary return should be based upon a prior understanding with the authorities of the institution. The principles of academic freedom and freedom of inquiry shall be interpreted to include freedom of expression in both traditional print and newly emerging electronic formats such as the creation of digital images, web sites, or home pages.

Section 3. Bargaining unit faculty are entitled to freedom in the classroom (including the virtual classroom) in discussing their subject, but they should be careful not to introduce into their teaching controversial matter that has no relation to their subject.

Section 4. College and University faculty are citizens, members of a learned profession, and members of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and members of the institution, they should remember that the public may judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the institution.

Section 5.

- A. Members of the bargaining unit, guided by a deep conviction of the worth and dignity of the advancement of knowledge, shall recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and state the truth as they see it. To this end bargaining unit faculty shall devote their energies to developing and improving their scholarly competence. They have an obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They shall practice intellectual honesty. Although bargaining unit faculty may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.
- B. As teachers, bargaining unit faculty shall encourage the free pursuit of learning in their students. They shall hold before them the best scholarly and ethical standards of their discipline. Bargaining unit faculty shall demonstrate respect for students as individuals and adhere to their proper roles as intellectual guides and counselors. Members of the bargaining unit shall make every reasonable effort to foster honest academic conduct and ensure that their evaluations of students reflect each student's true merit. They shall avoid any exploitation, harassment, or discriminatory treatment of students. They shall acknowledge significant academic or scholarly assistance from students. They shall protect students' academic freedom.
- C. As colleagues, bargaining unit faculty have obligations that derive from common membership in the community of scholars. Members of the bargaining unit shall not discriminate against or harass colleagues. They shall respect and defend the free inquiry of associates. In the exchange of criticism and ideas bargaining unit faculty shall show due respect for the opinions of others. Bargaining unit faculty shall acknowledge academic debts and strive to be objective in their professional judgment of colleagues.

ARTICLE 10 **GOVERNANCE**

Section 1. Board of Trustees

The government of the University is vested in a board of eleven trustees who shall be appointed by the Governor, with the advice and consent of the Ohio Senate. The authority of government vested by law in the Board shall in fact be exercised by the Board. The Board may consult with Faculty Senate about shared collegial academic governance in such fundamental areas as curriculum, subject matter and methods of instruction, and faculty research. Administrative decisions about the utilization of available resources, organizational structure, the operation and staffing of all auxiliary facilities, and administrative personnel shall be the exclusive prerogative of the Board, consistent with Article 3 (Management Rights).

Notwithstanding the exclusive right of Akron-AAUP to negotiate and reach agreement on terms and conditions of employment, recognized in Article 2 (Recognition), and the right of the University to carry out its ordinary and customary functions of management, recognized in Article 3 (Management Rights), the parties agree that it is mutually desirable that the collegial system of shared academic governance be maintained and strengthened so that faculty will have a mechanism and procedures, independent of collective bargaining, for appropriate participation in the governance of the University.

The Board and Akron-AAUP recognize that interdependence among the constituents of the University serves to enhance the University's ability to address educational issues and that this interdependence necessitates that bargaining unit faculty and others have roles in: (a) the selection of the President, the Provost, academic deans, and department chairs/school directors, and (b) the performance reviews of the academic deans, and department chairs/school directors. The recommendation for the positions of academic deans, and department chairs/school directors, to the Board shall be the responsibility of the President. Such recommendation shall be made with the advice of, in consultation with, and with participation of the appropriate bargaining unit faculty as set out below.

Section 2. Faculty Participation in the Selection of Deans in Degree-Granting Colleges, the Honors College, the Graduate School and University Libraries

The deans of degree-granting colleges, the Honors College, the Graduate School and and University Libraries are appointed by the Board upon recommendation of the President through the Provost. They hold office at the discretion of the President, are responsible to the President through the Provost, and are selected as follows:

- A. A search committee shall be appointed by the Provost.
 - 1. The Provost meets with the chairs/school directors and other college academic administrators to assess strengths and areas of concern for the college.

2. Chairs/school directors and other academic administrators submit to the Provost a recommended list of at least five (5) potential college representatives to serve on the search committee. This list must contain at least three (3) bargaining unit faculty members.
 3. College bargaining unit faculty submit to the Provost a recommended list of at least five (5) elected bargaining unit faculty member representatives to serve on the search committee.
 4. The Provost will appoint a search committee, chaired by a dean, that will include at least two (2) bargaining unit faculty members from the list recommended by the chairs/school directors and at least two (2) others from the list of elected bargaining unit faculty. Other college, university, and/or community members will be appointed to represent the wide range of individual expertise in the college, including but not limited to, varying lengths of tenure with the University, excellence in teaching, research, and service especially in collaboration with other campus units and community partners, diversity of gender and ethnicity, and administrative and faculty roles.
- B. The search committee evaluates candidates and provides their evaluation and recommendation to the Provost.

Section 3. Faculty Participation in the Review of Deans in Degree-Granting Colleges and University Libraries

The dean shall establish annual goals which shall be communicated to all members of the college. The Provost shall assess annually the performance of the dean measured against those goals.

- A. Deans, and those who have served into their fourth (4th) year as Interim Deans, shall be subject to a more formal review every four (4) years. The review will be coordinated by a person designated by the Provost. To assist the Provost in the conduct of the review, there shall be established a review committee that shall be comprised as follows:
1. A dean from another college, excluding the Provost's designee coordinating the review, shall be appointed by the Provost to serve as the chair of the committee.
 2. At least one (1) member from the college contract professional constituency selected by the Provost from a list provided by the dean.
 3. At least one (1) member from the college staff constituency selected by the Provost from a list provided by the dean.

4. At least four (4) members of the bargaining unit of whom at least three (3) are elected by the bargaining unit faculty and one is appointed by the Provost.
5. At least one (1) department chair/school director selected by the Provost from a list provided by the dean.

The review committee shall be established by end of week 7 of the fall semester. The Provost shall charge the review committee prior to the commencement of the review.

- B. Deans under review shall provide to the review committee materials which are necessary and appropriate to the review process. These shall include a self-study by the dean under review, which details accomplishments of management and leadership, problems encountered and solutions provided thereto, and other issues perceived by the dean as germane to his/her performance. The self-study shall be made available to college faculty and staff before the end of week 7 of the fall semester.
- C. The evaluation process shall include the opportunity for individual bargaining unit faculty to make professional written qualitative and summary evaluations of the dean, which are held anonymous to the extent permitted by law. The review committee's recommendation shall include a summary of the individual bargaining unit faculty's evaluations.

The committee's evaluation shall be reported to the Provost and communicated to the dean by the Provost by the end of week 4 of the spring semester.

- D. The Provost shall conduct an independent review of the dean taking into consideration the review committee's report. The Provost shall then meet with the dean and convey the results of the Provost's review. In the event the dean determines not to continue as dean following this meeting, the Provost shall communicate this decision to the review committee, the bargaining unit, contract professionals and staff of the college. Otherwise, the Provost shall meet with the review committee and convey the results of the Provost's review in writing. By the end of week 7 of the spring semester, the results of the Provost's review shall be communicated to the bargaining unit, contract professionals and staff of the college and shall include the Provost's recommendation for the dean.

Section 4. Faculty Participation in the Selection of Department Chairs/School Directors

Department chairs/school directors are appointed by the Board with the advice of and upon recommendation of bargaining unit faculty, the dean of the college, the Provost, and

the President. Each shall be appointed for an initial term recommended by the President (but of not more than four (4) years); they hold office at the discretion of the President; they are responsible to the deans of their colleges; and they are the representatives and academic leaders of the departmental bargaining unit faculty.

- A. When a vacancy occurs in an academic administrative appointment of department chair/school director, the dean confers with the Provost about the need for an interim appointment of a current employee because of timing and available resources to launch a search either nationally or internally for the next appointee to the position. No search process or waiver is necessary in these circumstances; it is sufficient to make the availability of the position public along with any requirements for the interim appointee's qualifications and experience. The Provost and the dean will then construct a process that obtains the advice of the academic unit's bargaining unit faculty, staff, and contract professionals.
- B. A search committee shall be utilized regarding the permanent appointment of department chairs/school directors; each is selected and shall hold office as follows:
 - 1. The search committee is appointed by the dean of the college. The dean shall appoint at least two (2) committee members from a pool of bargaining unit faculty elected by the department, and the bargaining unit faculty, whether elected or appointed, shall constitute a majority of the committee. Other members will be appointed to represent the wide range of individual expertise in the college or department, including but not limited to, varying lengths of tenure with the University, excellence in teaching, research, and service especially in collaboration with other campus units and community partners, diversity of gender and ethnicity, and administrative and faculty roles.
 - 2. The search committee evaluates candidates and provides their evaluation and recommendation to the dean. The evaluation process shall include the opportunity for individual bargaining unit faculty to make a written qualitative and summary evaluation of each candidate which are held anonymous to the extent permitted by law. The committee's recommendation shall include a summary of the individual bargaining unit faculty's evaluations. Whenever possible, the search committee should recommend multiple candidates.
- C. Department chairs and school directors are selected by the appropriate dean, who, after providing a mechanism for discussion with the academic unit faculty (for example, a meeting with prior notice) and after consulting with the Provost, recommends the candidate for approval by the President and the Board. If the dean or President considers the appointment of

someone not on the University faculty, that candidate, at the dean's invitation, usually visits the University and is interviewed by the academic unit faculty members and chairs of related academic units. In this case, the dean, after consulting with the bargaining unit faculty within the department and the Provost, may recommend the candidate for approval by the President and the Board.

Section 5. Faculty Participation in the Review of Department Chairs/School Directors

In consultation with the bargaining unit faculty of the department and with the concurrence of the dean, the chair/school director will establish annual goals. The dean shall assess annually the performance of the chair/school director measured against those goals and shall report the results of that assessment to the chair/school director and the departmental bargaining unit faculty.

During the final year of the department chair's or school director's term of appointment, those who wish to be considered for an additional term shall be subject to a formal performance review of the preceding term. The review shall also apply to those (regardless of primary title) who have served into their fourth (4th) year as interim chair/director. The review shall include:

A. A faculty review:

1. An evaluation of the chair's/school director's performance shall be conducted by a committee of four (4) members of the bargaining unit of the department: two (2) elected by the bargaining unit faculty, one (1) appointed by the dean, and one (1) appointed by the Provost.
2. The evaluation shall be conducted according to the process set forth in the college and departmental guidelines and approved by the dean and the Provost. Units without guidelines shall promptly prepare and submit them to the Provost.
3. The evaluation process shall include the opportunity for individual bargaining unit faculty to make professional written qualitative and summary evaluations of the chair/director, which are held anonymous to the extent permitted by law. The committee's recommendation shall include a summary of the individual bargaining unit faculty's evaluations.
4. The faculty review shall begin by the end of week 7 of the fall semester.
5. The committee shall report its recommendation to the dean after conferring with the bargaining unit faculty by a process established

in the college's guidelines, by the end of week 4 of the following spring semester.

B. A decanal review:

1. The dean shall conduct an independent evaluation of the department chair/school director by a method appropriate to the unit and approved by the Provost.
2. The results of the dean's review shall be communicated to the chair/school director by the end of week 7 of the following spring semester. In the event the chair/school director administrator determines not to continue to serve in this capacity following this meeting, the dean shall communicate this decision to the bargaining unit faculty by the end of week 7. Otherwise, the dean shall communicate to the bargaining unit the dean's decision by the end of week 7.

Section 6. Faculty Participation in the Selection of the Provost and President

A. President

In recognition of the legitimate concerns and interests of bargaining unit faculty and their bargaining unit representative, the Akron-AAUP, when the University selects a President, the following shall occur.

1. Prior to the invitation for nominations or applications of candidates, the Akron-AAUP shall have the opportunity to meet with the presidential advisory and screening sub-committee of the Board of Trustees to provide input concerning the proposed criteria, process and scheduling for the search for the president, and to submit suggested criteria and direction to be provided to any third-party search firm.
2. A presidential search committee shall be formed which shall include at least, the Board of Trustees and the President of the Akron-AAUP. If any other non-Board of Trustees non-AAUP university constituency group has more than one representative on the presidential search committee, the AAUP shall have at least equal representation as any other university constituency group. All members of the search committee shall:
 - Participate equally in the search process, including with respect to asking questions of interviewees, discussing the strengths and weaknesses of candidates, and forwarding candidates through rounds of screenings;

- Have access to all presidential search materials, documents and information;
 - Be included in all presidential search committee discussions held to evaluate the candidates.
3. The search committee shall recommend by consensus those individual(s) to be considered for employment as president by the Board of Trustees.
 4. Members of the search committee who are not members of the Board of Trustees shall be required to execute a confidentiality agreement as a condition of participating on the search committee. The confidentiality agreement will relate to what occurs in the process. Participants may disclose their reasons for support or non-support for the chosen candidate so long as the reasons stated don't divulge something that occurred within the process or the reasons stated are based upon publicly available information. Participants may not disclose the names of any other candidates.
 5. The final successful candidate shall be approved by a formal vote of the Board of Trustees at a public meeting.

B. Senior Vice President and Provost

In recognition of the legitimate concerns and interests of bargaining unit faculty and their bargaining unit representative, the Akron-AAUP, when the University selects a Provost, the following shall occur:

1. Prior to the invitation for nominations or applications of candidates for Provost, the Akron-AAUP shall have the opportunity to provide input concerning the proposed criteria, process and scheduling for the search and to submit suggested criteria and direction to be provided to any third-party search firm.
2. The search committee shall include a representative of the Akron-AAUP.
3. The Akron AAUP representative shall be required to execute a confidentiality agreement the same as any executed by other members of the search committee who are not members of the Board of Trustees (substantially in the same form as the one used in the current Provost search) as a condition of participating on the search committee. The confidentiality agreement will relate to what occurs in the process. Participants may disclose their reasons for support or non-support for the chosen candidate so long as the reasons stated do not divulge search committee deliberations or the

reasons stated are based upon publicly available information. Participants may not disclose the identities of any other candidates not otherwise publicly disclosed.

4. The search committee will review the candidates and interview semifinalist candidates confidentially off-site. The search committee will, by consensus, advance to the President the names of two to three individuals to be considered for the position of Provost.
5. Three Akron-AAUP members chosen by the Akron-AAUP will be given the opportunity to provide their collective views on the finalist candidates to the Board of Trustees in executive session.

Section 7. Meetings between the President of Akron-AAUP and the Provost

The President of Akron-AAUP and the Provost, or their respective designees, shall meet as necessary to discuss implementation issues with respect to this Article and any other provision of this Agreement.

ARTICLE 11
INITIAL HIRE

The University and Akron-AAUP recognize

- that the preferred timeline to hire bargaining unit positions is to approve positions in the spring or summer, to begin searches by the early fall and to make offers by early spring, following the standard practices of academia;
- that all aspects of the search process should be conducted quickly and efficiently;
- that budgeting uncertainties and other issues, such as sudden retirements and resignations, may make it difficult or impossible to follow the preferred timeline for all searches, but that the timeline should be followed as often and as closely as possible; deviances from the preferred timeline are not grievable.

Section 1. Procedures for Appointment of Bargaining Unit Members

A. Academic Unit

For purposes of appointment the term “academic unit” is defined as a department or school where bargaining unit members hold a primary appointment.

B. Bargaining Unit Member Eligibility

All tenured, tenure track and non-tenure track bargaining unit faculty are eligible to serve on the search committee and to vote on recommending and ranking of candidates.

C. Search Committee

1. The minimum size of the search committee is three (3) members. At least sixty percent (60%) of the members of the search committee must be elected by and from among the bargaining unit faculty.
2. Any search committee members from outside the academic unit are eligible to vote on the departmental recommendation.

D. Position Approval Process

1. The academic unit shall submit a Position Request to the Dean for a bargaining unit position to be forwarded to the Provost by the end of week ten (10) of the Spring semester, whenever possible. The academic unit chair/director is responsible for providing a mechanism (for example, a meeting with prior notice, or an email exchange) for discussion within the academic unit to develop the request. If there is not a consensus, the academic unit may vote to finalize the search criteria. Once the criteria are finalized, the chair shall submit the Position Request, which shall include the job title, salary range, start date, and a suggested makeup of the search committee membership.
2. If the Provost approves, the search committee shall be formed and convened as soon as possible.
3. The search committee shall elect a chair from its members.
4. The search committee shall develop a search plan that includes a list of search criteria, the proposed advertisement, and the proposed search expenses. The department chair/director shall approve or amend the budget and identify source(s) of funding. The search plan shall be approved by the academic unit. The search plan shall be submitted to the Dean for approval. The Dean shall submit the search plan to the Provost for approval. The Provost shall act to approve or modify the search plan as soon as possible. Any other substantive modification, such as altering the search criteria or advertisement, must be approved by a majority of the bargaining unit faculty in the academic unit.
5. Approved search plans shall be submitted by the Provost to Human Resources for approval. If changes to the search plan are recommended, representatives from this office shall communicate the issue/s and discuss changes to the search plan with the search committee chair as soon as possible.

6. All search committee members must complete HR training before screening the applications.
7. After the search plan has been approved, it cannot be changed without the approval of the administration and a simple majority of the bargaining unit faculty of the academic unit.

E. Search Process

1. The search committee shall execute the approved search plan in conformity with legal requirements and academic unit guidelines.

Applications, held as confidential by the committee, shall be screened and those that do not meet the minimum criteria stated on the search plan shall be eliminated from the pool. The final pool of candidates meeting the minimum criteria may, if the number of applications is large, be reduced to a short list. This reduction process results in a smaller pool of candidates who will be part of phone or virtual interviews before on-campus visits. Following the phone or virtual interviews the committee shall recommend a final list.

2. The final list, with a rationale as to why some candidates may have met the minimum criteria but are not being selected for on-campus interviews, shall be submitted to the academic unit chair/director and forwarded to the dean. If the chair/director and dean approve, the proposed final list shall be forwarded to the Provost. Should the chair/director or dean not approve, they shall confer immediately with the search committee to achieve a resolution. If the Provost approves, he/she shall forward the final list and rationale to Human Resources for review of equal employment opportunity and other legal requirements.
3. In the event that the Office of Human Resources determines that equal employment opportunity or other legal requirements have not been met, it shall inform the academic unit chair/director and the search committee chair immediately, and the search committee and a designee from Human Resources shall work jointly to resolve the issue as quickly as possible so that the search process may resume.
4. During the search process, the search committee may discuss current working conditions and reasonable expectations for applicants, but the search committee has no authority to make guarantees to applicants about future terms of employment, including workload and salary.

F. Academic unit approval of candidates

1. After the completion of the interview process, the search committee shall present its recommendation on the candidates to the academic unit in a meeting of the bargaining unit members; minority views of the search committee can be expressed.
2. After deliberation, the bargaining unit members and any external search committee members shall use secret ballots to determine whether to recommend or not recommend each candidate. A majority vote of those present is required for a positive recommendation. The recommended candidates shall then be ranked.
3. It is not necessary to recommend more than one candidate per position. If there is more than one position involved in the search, the academic unit shall indicate which candidates are recommended for each position, and shall develop a ranking of recommended candidates for each position.
4. The search committee shall then generate a letter to the academic unit chair/director summarizing the academic unit recommendation for or against each candidate. The letter shall contain (i) a tally of the vote and ranking by the academic bargaining unit members, and (ii) a statement for each candidate that provides a rationale for the recommendation or non-recommendation of that candidate, which may include, for example, lists of perceived strengths and weaknesses of the candidates.
5. In cases of appointment at advanced rank with or without tenure, the supporting evidence in the academic unit recommendation shall indicate how the candidates meet the rank/tenure criteria, and shall reflect an additional positive vote, made only by those in the academic unit eligible to vote on said rank/tenure.
6. Upon receipt of the academic unit recommendation, the chair/director shall make a separate recommendation, considered sequential not hierarchical, and shall submit his/her recommendation, as well as the academic unit recommendation and supporting evidence, to the dean.

G. College and University approval of candidates

1. Upon receipt of the academic unit and chair/director recommendations and supporting evidence, the dean shall make a

separate recommendation, considered sequential, not hierarchical. If the top choice of the dean differs from the top choice of the academic unit, the dean shall meet with the academic unit and the chair/director as soon as possible to discuss these differences and attempt to achieve consensus.

After the meeting, the academic unit may prepare a statement to be included with the recommendations and supporting evidence, all of which shall be forwarded to the Provost by the dean. At this point, copies of the dean and chair/director recommendations shall be provided to the academic unit and search committee.

2. Upon receipt of the academic unit, chair/director and dean recommendations and supporting evidence, the Provost shall decide to make offers to any of the recommended candidates, or to declare a failed or reopened search.
 3. If the Provost approves making offers to any of the candidates recommended for appointment by the academic unit, that information shall be transmitted to the dean. In the case of either a failed or reopened search, a rationale shall be provided by the Provost (or designee) to the dean, chair/ director, academic unit, and the search committee. If approval to make an offer to a candidate is granted, the candidate shall be contacted by the dean and offered employment at the University pending approval of the Board. The Provost's approval of, and countersignature on, all letters of offer are required.
 4. Specific conditions of employment that were not previously discussed between the candidate and the dean, either during the on campus interview or in discussions that lead to the final offer, cannot be attached to the offer.
 5. The appointment of bargaining unit members is subject to the approval of the Board. No officer, dean, committee, or other such entity shall have the authority to employ, set the compensation or other terms of employment except the Board. All offers of employment shall be subject to this condition.
- H. The chair/director shall provide a copy of the academic unit reappointment, tenure, and promotion guidelines and criteria and a copy of this Agreement to all newly appointed bargaining unit members.
- I. The guidelines and criteria for individuals with joint appointments are by default those of their primary department for their first year. Thereafter, at the request of the individual, the departments may develop hybrid

guidelines as prescribed under Article 13. These guidelines shall be determined jointly by the tenured bargaining unit faculty of both the primary and secondary academic units, in consultation with the corresponding academic unit chairs/directors, and with the concurrence of the corresponding dean/s and the Provost. The guidelines and criteria may be those of the primary academic unit or a well-defined hybrid of those of the primary and secondary academic units. The individual has the right to adopt the new hybrid guidelines or remain under their primary department guidelines.

Section 2. Nature of Appointment of Bargaining Unit Members

- A. Unless the University has awarded tenure or a fixed-term contract, all appointments of full-time bargaining unit members are on an annual, temporary, or probationary basis, renewable each academic year at the discretion of the University.
- B. The Board normally appoints all bargaining unit members for an initial period of one (1) academic year. In some cases, appointments for a period of more or less than one (1) academic year may be made, as in the case of initial appointments at midyear or emergency one (1) semester appointments.
 - 1. Upon appointment every bargaining unit member receives from the Secretary of the Board a certificate or letter of appointment, stating the rank or designation appropriate to the bargaining unit member's status, annual salary or periodic salary if part-time, and length of appointment.
- C. Without limiting the authority of the Board as conferred and defined by law to act in such matters upon its own motion, bargaining unit faculty shall be appointed by the Board upon recommendation of the Provost, and the President.

ARTICLE 12
GRIEVANCE AND ARBITRATION PROCEDURES

Section 1. Definitions

- A. "Grievance": means any dispute between the University and the Akron-AAUP or between the University and a bargaining unit employee with respect to the interpretation, application, or violation of any of the provisions of this Agreement, subject to those exclusions appearing in other Articles in this Agreement.

- B. "Grievant": means either a member of this bargaining unit or the Akron-AAUP, who or which, as the case may be, pursues a Grievance under this Article.
- C. "Day": means Monday through Friday, when University classes are scheduled and in session.
- D. "GCAO": means the Grievance and Contract Administration Officer of the Akron-AAUP, or his/her designee.
- E. "AVPELR": means the person designated by the Provost, which shall be of a rank of Assistant Vice President or higher (or equivalent).

Section 2. Informal Resolution

- A. Nothing contained in this Article will be construed to prevent the informal adjustment of any grievance. The parties agree that, whenever possible, disputes shall be resolved informally, and the parties encourage open communications so that resort to the formal grievance procedure will not be necessary. Prior to initiating a formal grievance, the Grievant and the appropriate University administrator (Provost, dean, and/or department chair/faculty coordinator with supervisory responsibility) shall make a reasonable effort to meet and adjust the grievance in an informal manner. Such required informal adjustment must occur within twenty (20) days after the occurrence of the events upon which it is based or within twenty (20) days after the Grievant knew, or through the exercise of reasonable diligence, should have known of the events on which it is based. Such informal adjustment shall continue for no less than fifteen (15) days after the initiation of the informal resolution process, after which either the Grievant or the University may terminate the process by giving notice to the other party.
- B. While an individual Grievant has the right to be advised or assisted by the Akron-AAUP in attempting to secure informal resolution, such advice or assistance is not required. However, any resolution achieved without the Akron-AAUP's assistance shall not be binding upon the Akron-AAUP or another bargaining unit member.

Section 3. Initiation of Formal Grievance

- A. The formal grievance process shall be initiated by reducing the grievance to writing, signed and dated by the Grievant and/or the GCAO and two (2) copies will be presented to the AVPELR within twenty (20) days after the conclusion of the informal process set forth in Section 2, supra. The formal grievance document shall state the events upon which the grievance is based, the basis for the grievance, including the specific Articles and

Sections of this Agreement or University rules or practices that are alleged to have been violated, and specify the relief and remedy sought and shall be submitted on forms, which shall be agreed to by the parties. However, the failure to comply with any of these specific requirements regarding the grievance document shall not be a basis for claiming that the grievance is untimely, or for denying the grievance so long as the missing information is provided at the initial meeting.

- B. A grievance may be initiated at Step Two if all parties concur to initiate it at that level.

Section 4. Step One

Within ten (10) days of receiving the formal grievance document the AVPELR will schedule a Step One meeting involving the dean and/or the dean's representative, the Grievant and the GCAO. The Step One meeting will occur at a time and place convenient to all parties and shall transpire no later than ten (10) days of the AVPELR receipt of the formal grievance document. Within ten (10) days after the Step One meeting, the AVPELR shall provide the GCAO and the Grievant with a written response.

Section 5. Step Two

If the GCAO and the Grievant are not satisfied with the AVPELR's Step One response to the formal grievance, the formal grievance may be advanced to Step Two by the Akron-AAUP filing a written Notice of Appeal with the AVPELR within ten (10) days after the receipt by the Akron-AAUP of the Step One response. This Notice of Appeal shall state the reasons why the Step One disposition is not satisfactory. Within ten (10) days of receipt of such Notice of Appeal, a Step Two hearing, with the Provost and/or designees, the Grievant, and the GCAO, will be scheduled by the AVPELR. The Provost and the President of the Akron-AAUP may reasonably include other representatives in the meeting. The AVPELR shall send a written disposition of the formal grievance to both the Grievant and the GCAO within ten (10) days following the conclusion of the Step Two hearing.

Section 6. Arbitration

If the Akron-AAUP is not satisfied with the University's Step Two written disposition, it may, at its sole discretion, within twenty (20) days of the receipt of the Step Two answer, appeal the grievance to arbitration. Any appeal to arbitration made hereunder shall be initiated by giving written notice of such appeal to the Federal Mediation and Conciliation Service ("FMCS") and simultaneous written notice to the AVPELR.

- A. Within five (5) days following receipt of a list of arbitrators, all of whom must be members of the National Academy of Arbitrators, from FMCS, if the arbitrator is not selected by mutual agreement, the parties will alternate in striking names until only one (1) name remains. Which party strikes first (1st)

shall be determined by a flip of the coin, or as the parties otherwise may agree. If the arbitrator thus chosen cannot serve, the parties shall request a new list and begin the selection process anew. However, in the event either party finds the initial panel to be unacceptable, it may reject the same and request a new panel at its expense. The party which did not reject the first panel shall have the option of having the parties alternatively strike from the second panel only or from both panels.

- B. The procedural format for arbitration shall be either: (a) the FMCS rules for voluntary labor arbitration or (b) the FMCS rules for expedited labor arbitration. If the parties cannot agree in advance of the date the notice of appeal to arbitration is to be filed, as to the procedural format to be followed, the arbitration shall be conducted under the FMCS rules for voluntary labor arbitration.
- C. Two (2) days prior to the hearing, the parties will exchange the names of all witnesses to be called and exhibits to be introduced during their case in chief.

Section 7. Arbitrator's Authority and Decision

- A. The arbitrator shall have no authority to vary the procedures (including any time limit) prescribed herein or otherwise to add to, subtract from, or modify the terms of the Agreement. The arbitrator's task shall be to interpret the specific provisions which the Grievant or GCAO allege that the University has violated.
- B. The arbitrator's decision will be rendered in writing within thirty (30) days of the close of the hearing or twenty (20) days from his/her receipt of the briefs, whichever is later, unless the parties mutually agree to a later award.
- C. Arbitration awards shall be in writing and shall explain the reasons for the arbitrator's decision. The arbitrator's decision will be final and binding on the University and Akron-AAUP and may be enforced in any court of competent jurisdiction. If either party seeks clarification of the arbitrator's decision or seeks to request the arbitrator's assistance regarding implementation of the remedy, any such communication to the arbitrator shall be done jointly by the parties.

Section 8. Arbitration Procedures

- A. If the procedural arbitrability of the grievance is challenged, the issue of procedural arbitrability shall be heard and decided by written opinion before the grievance is heard on its merits.

- B. The arbitrator shall not hear multiple grievances in the same hearing unless the issues are identical or the parties mutually agree otherwise.
- C. The grievant shall be restricted to the specific Agreement violation alleged in the grievance and the documents relating to Steps 1 and 2.
- D. Either party shall have the right to have the hearing transcribed at its cost and to submit a post-hearing brief.
- E. In disciplinary cases, evidence of all relevant prior offenses or misconduct shall be admissible.
- F. The arbitrator shall not consider any statement made by a federal or state mediator unless made at the table to both parties.
- G. The University and the Akron-AAUP will bear their own grievance process and arbitration expenses individually and share the arbitrator's fee and expenses equally.

Section 9. Time Limits

- A. Time limits in the steps may be shortened or extended by mutual written agreement of both parties. Any such extension or contraction does not constitute a waiver of the right to insist on the time limits on any other grievance or arbitration.
- B. Failure of either party to abide by the time limits shall result, at the other party's option, in the advancement of the grievance to the next level, or, upon five (5) days written notice, acceptance of the party's position which last responded, unless the other party further responds within the five (5) day period.

Section 10. Mediation

Notwithstanding the other provisions of this Article, the GCAO and the AVPELR may mutually agree, in writing, to mediation at any time during the grievance/arbitration process.

ARTICLE 13
REAPPOINTMENT, TENURE AND PROMOTION

Section 1. Introduction

A. **Table of Contents**

This Article is organized as follows.

- Section 1. Introduction
 - A. Table of Contents
 - B. Overview
 - C. Parliamentary Procedure
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- Section 2. Eligibility
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 - D. Promotion to Associate Professor
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- Section 3. Criteria
 - A. General Areas of Evaluation
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- Section 4. External Review Letters
- Section 5. Review Timelines
- Section 6. Academic Unit Review
 - A. Guidelines
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 - C. Formation of the RTP Committees
 - D. Procedures of the RTP Committees
 - E. Duties and Responsibilities of the RTP Committees
 - F. Role of the Chair/Director
- Section 7. College Level Review
 - A. Role of the Dean
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 - C. Discretionary Appeal to the Labor Management Committee

- Section 8. University Level Review
 - A. Role of the Provost
 - B. Role of the Board of Trustees

- Section 9. Appeals Process
 - A. Procedures
 - B. University Appeals Committee

B. Overview

1. The purpose of these procedures for reappointment, tenure, and/or promotion (RTP) is to promote a process at the University that is fair, consistent, and faculty-driven. The procedures are designed to define the guidelines and evaluative measures under which the tenure track faculty operate. All RTP recommendations are seen as a serious measure of the progress of the tenure track faculty and shall serve as clear benchmarks of and suggestions for future progress.
2. It is understood that the tenure process is cumulative, and not all criteria need be met every reappointment year. However, all criteria must be addressed by the time the tenure track faculty applies for tenure and promotion.
3. The term “academic unit” is defined as a department or school in which bargaining unit members hold a primary appointment..
4. The Labor Management Committee shall consist of two persons appointed by the Provost and two persons appointed by Akron AAUP except that, in the event of a planned change in the membership of the Committee, both the outgoing and the incoming member may serve on the Committee temporarily to provide continuity.
5. This Article strives to establish fair and systematic methods of evaluating tenure track faculty. Detailed criteria and procedures shall be adopted by each academic unit and shall be suitable for its special needs but consistent with this Article.
6. Members of the bargaining unit at the rank of assistant professor, associate professor and professor generally have a full range of responsibilities to academic units including teaching, research, scholarship and other creative professional work; service to the department, college and University; and public service.
7. All academic units shall follow University-wide procedures for RTP and adhere to the timelines as shown in this Article below.

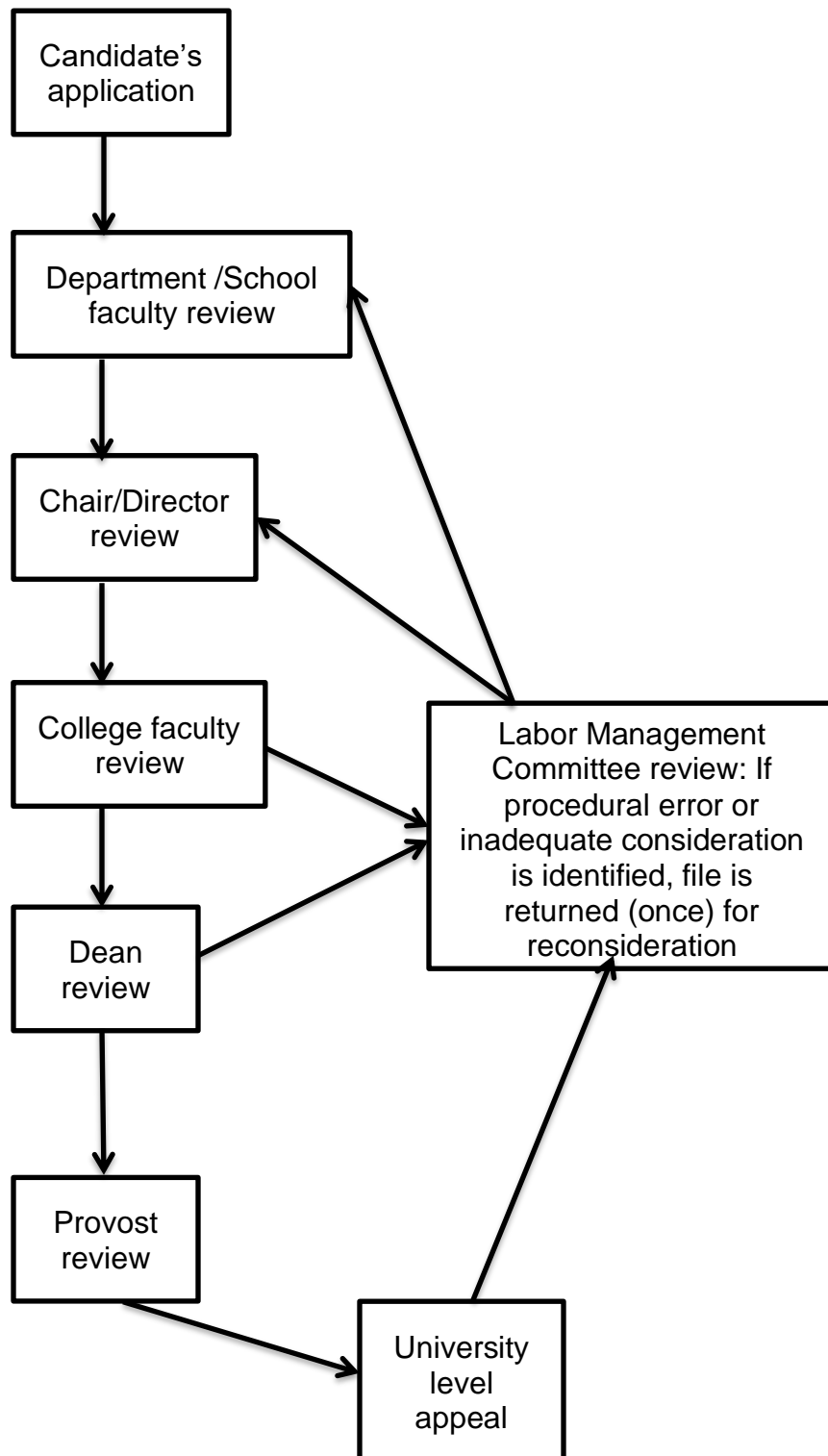
C. Parliamentary Procedure

The rules contained in the current edition of "Robert's Rules of Order, Newly Revised," shall govern all questions of parliamentary procedure to which they are applicable and in which they are not inconsistent with this Agreement.

D. Flowchart of the RTP Process

The following flowchart provides an outline of the review and appeal processes . Refer to Sections 6, 7 and 8 for details of the review processes, and to Section 9 for details of the appeals process. A timeline is provided in Section 5.

RTP process



Section 2. Eligibility

A. Overview

1. Bargaining unit members in the rank of professor, associate professor and assistant professor are eligible to be awarded indefinite tenure.
2. Bargaining unit members at the rank of assistant professor and associate professor are eligible for promotion to a higher rank.
3. Bargaining unit members at the rank of professor are eligible to be awarded the title Distinguished Professor, which is not a change of rank.
4. To be eligible for consideration for tenure and/or promotion, a bargaining unit member must meet the minimum criteria specified in the academic unit guidelines. Untenured bargaining unit faculty should submit a letter of resignation by the end of the spring semester if they do not intend to apply or do not meet the minimum criteria for reappointment the following fall semester. Untenured bargaining unit faculty who are in the fifth year of their probationary period should submit a letter of resignation by the end of the spring semester if they do not intend to apply or do not meet the minimum criteria for tenure the following fall semester.

B. Reappointment

Tenure track faculty enter University employment in a probationary period, during which they are subject to annual review for reappointment according to the following schedule:

- Fall of first (1st) year: no review
- Fall of second (2nd) year: review by department, chair/director, dean, and, if any of the preceding recommendations is negative, the Provost
- Fall of third (3rd) year: review by department, chair/director, dean, and, if any of the preceding recommendations is negative, the Provost
- Fall of fourth (4th) year: review by department, chair/director, dean, Provost
- Fall of fifth (5th) year: review by department, chair/director, dean, and, if any of the preceding recommendations is negative, the Provost
- Fall of sixth (6th) year: application for tenure: review by department, chair/director, college, dean, Provost

The probationary period ends when indefinite tenure becomes effective.

C. Tenure

1. Overview

Tenure track bargaining unit members may receive indefinite tenure, according to the following provisions:

- a. Bargaining unit members in a professorial rank may be granted indefinite tenure, that is, they are appointed for an indefinite term without the necessity of reappointment each year. An assistant professor, associate professor, or professor may be granted tenure not later than the end of the twelfth (12th) full semester of active service in professorial rank at the University subject to the conditions outlined in this Article.
- b. If tenure is granted, it shall be effective at the beginning of the academic year of service after which the candidate applied.
- c. If at the end of six (6) years in a tenure track position, indefinite tenure has not been received, notice shall be given that employment terminates at the end of the seventh (7th) year of service.
- d. Full-time appointment for two (2) semesters shall equal one (1) year of active service. Summer sessions or leaves without compensation granted for one-half ($\frac{1}{2}$) or more of any semester may not be counted toward the probationary period for tenure. Professional development leaves count toward the probationary period for tenure.
- e. Bargaining unit members must have U. S. citizenship or permanent residency to receive tenure. The University shall petition for permanent residency for those individuals who need it. In the event that a tenure candidate is recommended by the Provost to be granted indefinite tenure but has not yet been granted permanent residency, the granting of said tenure shall be held in abeyance until the candidate has received permanent residency. If promotion in rank is to accompany the granting of tenure, the promotion shall not be held in abeyance.

- f. In exceptional circumstances, the Board may grant indefinite tenure upon initial appointment to scholars who are nationally or internationally recognized. This may be done only upon the affirmative recommendation of every level of review -- the tenure committee of the academic unit of primary appointment, the academic unit chair/director, dean, the Provost and the President.
- g. Bargaining unit members who hold the rank of assistant professor may be awarded tenure only if they are granted promotion to associate professor at the same time. If academic unit guidelines allow it, an application for promotion to Associate Professor may be made before the application for tenure, and if approved, promotion to Associate Professor may be awarded before the awarding of tenure. Such promotion does not guarantee the eventual awarding of tenure.
- h. Bargaining unit members who hold the rank of associate professor without tenure may seek and be awarded tenure without promotion. In such cases, the candidate shall have been hired at the rank of associate professor, or shall have previously been granted early promotion before the end of the probationary period.
- i. The formal application for tenure or early tenure occurs in the fall semester when the candidate submits his/her full application file. The letter of intent, made in the previous spring semester, does not constitute the formal application.
- j. Scholarly achievements must bear the University of Akron address to be considered in the tenure decision, unless the faculty member is granted indefinite tenure upon initial hire, as specified in paragraph f above, or unless approved academic unit guidelines allow otherwise, or as otherwise stated in the letter of hire.

2. Probationary Period

All non-tenured tenure track bargaining unit members are subject to annual reappointment following their initial appointment, except that non-tenured tenure track bargaining unit members in their first (1st) year of service shall not be reviewed for reappointment for their second (2nd) year of service (the initial hiring process will serve as the first year reappointment review).

The probationary period ends once indefinite tenure becomes effective.

3. Regular Application for Tenure

- a. A candidate's application for indefinite tenure shall normally be initiated after ten (10) full semesters of active service. For faculty starting at the beginning of the fall semester, the application will be made at the beginning of their eleventh (11th) semester. For faculty starting after Friday of week seven (7) of the fall semester, the application will be made at the beginning of their twelfth (12th) full semester. For faculty starting in the spring semester or the summer, the application will be made at the beginning of their twelfth (12th) semester.
- b. In the event that a tenure track bargaining unit faculty member either:
 - (i) has a serious illness or disability, or is the primary caregiver or co-caregiver (requiring a minimum of 20 hours of care per week) of a newborn, newly adopted child or newly placed foster child, or immediate family member (as defined in Article 17, Section 2.A.1.c.) who has a serious illness or disability; or
 - (ii) is called to active military duty;

for eight (8) weeks or more, the affected faculty member may promptly (within the earlier of six (6) months from the beginning of the leave or sixty (60) calendar days after returning to work) request and upon such request shall automatically be granted a one (1) year extension of the probationary period. The faculty member's request need only provide the basic facts and documentation to establish that one of the above events occurred and when it occurred. Any such leave must occur prior to submitting the letter of intent for tenure.

In any other cases where there are clearly documented extenuating circumstances, the probationary period may be extended by one (1) year provided that the request is initiated by the candidate, recommended by the academic unit chair/director and dean, and approved by the Provost.

4. Early Application for Tenure

- a. Early tenure may be granted before the sixth (6th) year, contingent upon the candidate's successful completion of the following criteria:
 - (i) The candidate shall have completed at least two (2) years of active service at the University before formal application for early tenure can be made (i.e., the letter of intent may be submitted at the end of the second (2nd) year of active service);
 - (ii) The candidate must at least meet the minimum academic unit criteria for tenure;
 - (iii) The candidate shall submit a letter of intent to apply for early tenure per the standard timeline; the academic unit tenure committee shall vote in that spring semester to determine if the candidate may apply for early tenure the following fall semester. The decision of the tenure committee is final and cannot be appealed.
- b. A candidate may apply for early tenure only once. Should early tenure be denied, the candidate shall be awarded reappointment for the next academic year, and shall complete the standard probationary period before making reapplication for tenure.
- c. A candidate at the rank of Assistant Professor who is applying for early tenure must also apply for promotion to Associate Professor.

5. Initial Hire at Advanced Rank

A candidate hired at the rank of Associate Professor may apply for tenure and promotion to Professor at the same time, but only if he/she meets both sets of criteria.

D. Promotion to Associate Professor

- 1. The formal application for promotion to Associate Professor occurs in the fall semester when the candidate submits his/her full application file. The notification of intent to apply, made in the previous spring semester, does not constitute the formal application.

2. Bargaining unit members who hold the rank of Assistant Professor are eligible to apply for promotion to the rank of Associate Professor if the following conditions are met:
 - a. The candidate must have completed at least two (2) years of active service at the University before application for promotion to Associate Professor can be made (ie, the letter of intent may be submitted at the end of the second (2nd) year of active service), unless the candidate's Initial Appointment Letter indicates that such promotion may be considered early;
 - b. The candidate must meet the minimum criteria specified in the academic unit guidelines;
 - c. If academic unit guidelines allow it, an application for promotion to Associate Professor may be made before the application for tenure, and if approved, promotion to Associate to Professor may be awarded before the awarding of tenure. Such promotion does not guarantee the eventual awarding of tenure.
 - d. A bargaining unit member at the rank of Assistant Professor who is applying for tenure on the normal schedule or early tenure must also apply for promotion to Associate Professor. In this case, if approved, both tenure and promotion to Associate Professor are awarded together.
3. If academic unit guidelines explicitly permit it, and written documentation to this effect is provided in the candidate's application file, scholarly achievements completed before employment at the University, while in a faculty position at another college or university, may be considered in the RTP deliberation process.

E. Promotion to Professor

1. The formal application for promotion to Professor occurs in the fall semester when the candidate submits his/her full application file. The notification of intent to apply, made in the previous spring semester, does not constitute the formal application.
2. Bargaining unit members who hold the rank of Associate Professor are eligible to apply for promotion to the rank of Professor if the following conditions are met:
 - a. The candidate must have completed at least two (2) years of active service at the University with tenure before application

for promotion to Professor can be made (ie, the letter of intent to apply may be submitted at the end of the second (2nd) year with tenure), unless the candidate's Initial Appointment Letter indicates that such promotion may be considered early, or unless the candidate was hired as an Associate Professor without tenure (in which case Section 2C5 applies);

- b. The candidate must meet the minimum criteria specified in the academic unit guidelines;
- 3. If academic unit guidelines explicitly permit it, and written documentation to this effect is provided in the candidate's application file, scholarly achievements completed before employment at the University, while in a faculty position at another college or university, may be considered in the RTP deliberation process.
- 4. If an applicant is denied promotion to professor, he/she cannot reapply until the subsequent application file contains evidence that efforts have been made to address previous concerns.
- 5. A bargaining unit faculty member who was hired as an associate professor may apply for promotion to professor concurrent with the tenure application only if both sets of criteria, for tenure and for promotion, are met.

Section 3. Criteria

A. General Areas of Evaluation

The four (4) general areas in which every RTP candidate is evaluated appear below. Due to the broad spectrum of disciplines represented across the University, these areas may be assessed differently in different academic units. Therefore, the specific criteria used to evaluate RTP candidates are delineated within the approved guidelines of the academic unit of the candidate. Any conditions appearing in the candidate's letter of initial appointment must also be taken into consideration.

1. Quality of teaching

Activities in the following categories are classified as teaching activities. Only those categories specified in academic unit guidelines are to be considered for a candidate (not all categories may be required of all candidates).

- a. Effective instruction as evidenced by student and/or peer evaluations and by documented participation in assessment of learning outcomes.
- b. Activities related to the advising and mentoring of students including undergraduate and/or graduate students working on research projects and/or creative activities;
- c. Activities related to the scholarship of teaching and learning, including
 - (i) the use of innovative teaching techniques;
 - (ii) curriculum development and/or revision;
 - (iii) program development and revision;
- d. Activities related to accreditation;
- e. Grant activity that focuses on student learning, teacher training, or 'action research' and that is not intended to lead to scholarly output;
- f. If academic unit guidelines require the submission of student comments, then all such comments must be included in the application file; if academic unit guidelines do not require the submission of student comments, then samples may be included as supplementary evidence of teaching effectiveness;
- g. Other teaching-related activities as specified in academic unit guidelines.

2. Quality of research and scholarly activity

Activities in the following categories are classified as research and scholarly activities. Only those categories specified in academic unit guidelines are to be considered for a candidate (not all categories may be required of all candidates).

- a. Scholarship and/or creative activity as appropriate to the academic unit including activities in the discipline, in the scholarship of teaching and learning, and interdisciplinary activities.
 - (i) Publications;

- (ii) Presentations, scholarly and creative;
 - (iii) Grant funding and/or development activity that focuses on the advancement of knowledge in the discipline (which may include the scholarship of teaching and learning) and that is intended to lead to scholarly output;
 - b. Professional development;
 - c. Professional recognition;
 - d. Other research and scholarly activities as specified in academic unit guidelines.
3. Quality of professional, University and community service
- Activities in the following categories are classified as service activities. Only those categories specified in academic unit guidelines are to be considered for a candidate (not all categories may be required of all candidates).
- a. Participation in professional organizations, including leadership positions;
 - b. Service to the University;
 - c. Service to the college and/or department/school;
 - d. Service to the community (must be discipline related service);
 - e. Grant activity that does not have a scholarly research or teaching component.
4. Professional conduct includes but is not limited to compliance with the following policies, rules, and standards:
- a. Sexual harassment policy of the University;
 - b. Conflict of interest, conflict of commitment, scholarly misconduct, and ethical conduct policy of the University;
 - c. Affirmative action policy of the University;
 - d. Alcohol policy of the University;

- e. Drug-free workplace policy of the University;
- f. "Statement on Professional Ethics" as published by the AAUP;
- g. Other professional ethics policies as approved by the AAUP Committee B on professional ethics and published by the AAUP;
- h. Disseminated codes of conduct and ethics as prescribed by professional organizations in the relevant disciplines;
- i. Professional responsibilities as set out in University rules.

B. Application File

1. Contents

Candidate files shall include at least:

- a. A current curriculum vita;
- b. Narrative statement by the candidate addressing the meeting of University-wide and academic unit criteria;
- c. A table of contents of materials included in the RTP file, which shall be amended to reflect any late additions to the RTP file;
- d. All previous RTP recommendations and the initial appointment letter;
- e. Quantitative evidence of effective teaching, including results of formal teaching evaluations, as well as additional materials required by academic unit guidelines (such as peer evaluations of teaching or letters of support);
- f. If required by academic unit guidelines, qualitative evidence of effective teaching, which may include, for example, peer evaluation of teaching, written student evaluation comments (along with the rationale for the material included), letters of support for the candidate (along with provenance of such letters), etc., shall also be included;
- g. Evidence of scholarship and/or creative activity;
- h. Evidence of service;

- i. For tenure and promotion files, external review letters solicited by the RTP committee chair.

2. File Additions

Once the candidate has submitted the full application file, additions to the file are limited to the following:

- a. External review letters are added to the file by the departmental RTP committee chair as they are received. The candidate has no access to these letters, within the limits of the law.
- b. Recommendation letters are added to the file by the appropriate individuals as the review process proceeds.
- c. The candidate may add information to the application file under these conditions:
 - (i) Any additions to the file are limited to recent publications, creative activities or external grants. Additions must be clearly dated and marked as additions. The table of contents must be amended to reflect the addition/s. The candidate must immediately notify the RTP committee chair and the academic unit chair/direction of the addition/s.
 - (ii) Additions may only be included before the end of week 5 of the fall semester, or before the departmental RTP committee has made its recommendation, whichever is later.
 - (iii) The candidate may add information to the application file on previously submitted publications that are accepted for publication (with page numbers), appear in print or appear electronically before the deadline in (ii) above.
 - (iv) The candidate may add information to the application file on previously submitted creative activities that are accepted with a formal letter of confirmation or contract before the deadline in (ii) above.
 - (v) The candidate may add information to the application file on previously submitted internal or external grant

proposals that are formally awarded before the deadline in (ii) above.

- d. The departmental RTP Committee must consider any such file additions in its deliberations and final recommendation.

Section 4. External Review Letters

A review, external to the University, of scholarly publications and/or creative activities is required for all tenure and/or promotion applications. One set of external review letters may be used for concurrent tenure and promotion applications. Neither the external review letters nor the identities of the external reviewers shall be disclosed to the tenure or promotion candidate.

A. Purpose of External Review

The purpose of external review is to ensure that scholarly and creative standards at the University are commensurate with those at comparable universities and colleges, and are in line with discipline standards.

B. Process of Obtaining External Reviews

1. The pool of potential external reviewers shall be generated in the spring semester as described below, after the candidate has submitted the letter of intent. Whenever possible, reviewers should be solicited and sent the review materials by the end of spring finals week. The pool must be large enough to reasonably ensure a minimum of three (3) reviews to be received by the end of week 2 of the following fall semester, at which time the departmental review process begins.
2. Candidates for tenure and/or promotion must submit to the RTP committee chair all materials relevant to external review, as determined by academic unit guidelines, and a list of at least three (3) potential external reviewers with the letter of intent, by April 15. The list shall include a statement of the relationship between the potential reviewers and the candidate, to avoid conflict of interest. These materials may be submitted after April 15 only if the RTP committee grants an extension.
3. The RTP committee shall create an additional list of potential reviewers with no perceived conflict of interest with the candidate, and shall forward the list to the chair/director and dean. The chair/director and dean may provide additional potential reviewers to the pool. The candidate shall be apprised of the full list of names considered by the committee.

4. It is expected that reviewers will ordinarily be from academic institutions and shall;
 - a. be at or above the requested rank of the candidate;
 - b. be from institutions that are at least comparable in the discipline.
 - c. have expertise appropriate to address the candidate's meeting of the academic unit criteria. In some cases reviewers may be from other reputable external organizations relevant to the discipline, for example, from industry, business, or government.
5. Reviewers shall not be current or former students or mentors of the candidate, shall not be a current or former employee of the University, and shall not have any perceived conflict of interest, as defined by University rules.
6. The committee, with the approval of the dean, shall select the initial set of reviewers to be solicited, at least one third ($\frac{1}{3}$) of which shall be from the candidate's list.
7. If the initial set of reviewers does not yield a sufficient number of responses, the committee shall select subsequent sets of reviewers as needed. These sets may or may not include reviewers from the candidate's list. The committee may consult with the candidate to select these additional reviewers, if it so desires. The dean must approve each subsequent set before the committee may contact the potential reviewers.
8. Once a set of reviewers has been approved, the committee chair shall contact the reviewers to request review letters bearing the reviewer's affiliation and signature; this contact may include offers of honoraria. These reviews shall not be questionnaires or surveys constructed by the academic unit. Each academic unit shall develop instructions for the external reviewer including the materials and bases by which the materials shall be assessed.
9. At least three (3) reviews shall be required. The file shall not be considered complete and shall not go forward until three (3) letters of external review have been included. If three (3) reviews have not been received by Wednesday of week four (4) of the fall semester, the dean may permit the file to go forward if compelling

circumstances, documented by the committee chair, justify the absence of any of the external reviews.

10. The committee shall include copies of the text of all requested and received external reviews in the candidate's file.
11. The identity of the external reviewers and the review letters shall be deemed by the University and the candidate as confidential to the extent permitted by law. No letters of recommendation submitted by University personnel as part of the candidate's RTP process shall identify the names or affiliations of the external reviewers. In addition, any quotations from external review letters used in any University recommendation letter shall be carefully chosen or redacted so as to not identify the names or affiliations of the external reviewers.
12. The reviewer shall be apprised that the review may be subject to disclosure as pursuant to subpoena, court order, public records request, or other legally obligatory demand.

C. Use of External Review Letters

All departmental, college and university RTP committees must use their best professional judgment, based on discipline-specific standards at the University. The external review letters are to be used by these committees to augment their reasoned assessment, in order to ensure that candidates are held to reasonable, objective standards. As a general rule, departmental assessments, and then college level assessments, should carry more weight than external review letters.

Section 5. Review Timelines

A. Calendar of events

Date(s)	Action required
By March 15	Academic unit chairs/directors hold organizational meetings to elect chairs of the RTP committees
By April 1	Academic unit chairs/directors send letters of notification to candidates
By April 15	Candidates send letters of intent to academic unit chairs/directors – for tenure and/or promotion applications, the letters of intent shall be accompanied by materials for external reviewers and a list of at least three (3) potential external reviewers submitted by the candidates

Friday of spring semester finals week	Materials sent to external reviewers
Friday of week two (2) of fall semester	Candidates submit full applications; external reviewer letters due
Friday of week five (5) of fall semester	Deadline for candidate's file additions (Section 3.B.2)
Friday of week six (6) of fall semester	Committees send recommendations to candidate, academic unit chairs/directors
Friday of week seven (7) of fall semester	Membership of all college-wide review committees, and the University-wide appeals committee, must be finalized
Friday of week eight (8) of fall semester	Academic unit chairs/directors send recommendations to candidates and deans
Friday of week twelve (12) of fall semester	College-wide review committees provide recommendations for tenure and/or promotion cases, with copy to all concerned
Friday of week sixteen (16) of the fall semester	Deans forward negative recommendations to candidates and the Provost, with copy to appropriate academic unit chairs/directors and committee chairs
Friday of week two (2) of spring semester	Deans forward positive recommendations to candidates and the Provost, with copy to appropriate academic unit chairs/directors and committee chairs
Friday of week five (5) of spring semester	Provost forwards negative recommendations to candidates, with copy to appropriate academic unit chairs/directors, deans and all relevant committee chairs
First (1 st) Wednesday in April, usually	Provost forwards positive recommendations to the President and the Board, with copy to appropriate academic unit chairs/directors, deans and all relevant committee chairs
Fourth (4 th) Wednesday in April, usually	Board votes on recommendations

B. In the event that the deadline for completion of a step cannot be met, a request for extension and supporting rationale shall be forwarded to the appropriate committee chair, academic unit chair in academic units with departments, dean, or Provost prior to said deadline. The request and rationale shall be included in the candidate's file.

1. The committee chair, academic unit chair/director, dean, or Provost shall accept or reject the request for extension within one (1) week of its receipt. Rationale for the decision shall be included in the candidate's file.
2. Extension of the deadline at any level does not automatically extend future deadlines.

Section 6. Academic Unit Review

A. Guidelines

1. Overview

- a. Each academic unit shall develop guidelines for the reappointment, tenure, and promotion of its bargaining unit members:
- b. All operative academic unit guidelines shall be available in the academic unit, the office of the dean of the college, and the office of the Provost.
- c. All academic unit guidelines shall comply with the applicable provisions of this Article.
- d. In case of conflict, the applicable provisions of this Article supersede all other guidelines.

2. Contents

- a. All academic unit guidelines shall enumerate the specific materials that are to be included in the candidate's RTP files.
- b. All academic unit guidelines shall enumerate clear and specific minimum criteria that a candidate must meet to be recommended for tenure and/or promotion. Such criteria may include both quantitative and/or qualitative criteria relevant to the discipline(s) represented in the academic unit.
- c. Academic units may permit promotion to associate professor before tenure. If so, the unit guidelines shall enumerate clear and specific minimum criteria that a candidate must meet to be recommended for such a promotion. However, such a promotion to associate professor does not guarantee a subsequent recommendation for tenure.
- d. All academic unit guidelines shall enumerate clear and specific minimum criteria that clearly distinguish the requirements of the professor rank from those for obtaining tenure.

3. Approval and Revision

Guidelines shall be approved before they can be applied to bargaining unit members. They may be revised based on a two-thirds (2/3) vote of the department/school's tenured and tenure-track bargaining unit faculty in accordance with the following schedule: Revised guidelines must be submitted to the chair/director by the end of week five (5) of the Spring semester. The chair/director, the dean, and the Provost shall review the revised guidelines and provide feedback as appropriate by the end of week ten (10) of the Spring semester. The bargaining unit faculty shall resubmit the guidelines by the end of week fifteen (15) of the Spring semester. Once approved by the Provost, the guidelines shall take effect for applications submitted during the Spring semester of the following calendar year.

B. Departmental Procedures

1. Eligible candidates shall submit to the academic unit chair/director a letter of intent to apply for reappointment, tenure and/or promotion per the timelines above. Those applying for tenure and/or promotion shall also submit external review materials and a list of at least three (3) potential reviewers with the letter of intent, as described in Section 4..
2. The candidate may withdraw his/her application at any time by submitting a letter to the academic unit chair/director. The letter recipient shall inform all committee members involved in the candidate's RTP review up to that point in time that the application has been withdrawn, and shall retrieve the candidate's file and return it to him/her. External review letters shall be sealed and kept by the academic unit chair/director, and may be used in either of the next two (2) RTP cycles as part of a subsequent application if the candidate and the RTP committee agree. Any recommendations that had been made as part of the review process by the RTP committee or academic unit chair/director prior to the withdrawal shall be kept in the candidate's personnel file maintained by the academic unit.
3. Each candidate for reappointment, tenure and/or promotion shall submit his/her full RTP file to the appropriate committee chair per the timelines above.
4. The committee chair shall notify the candidate, all committee members, the academic unit chair/director, and the dean of the location and availability of the candidate's file.

5. The RTP committee chair shall notify all committee members, the academic unit chair/director, and the dean of any additions made by the candidate to the RTP file.
6. Promotion for candidates with joint titles
 - a. Promotion applications for candidates with joint titles are considered by both primary and secondary academic units. The RTP Committee chair of the primary academic unit shall forward a copy of the application materials to the RTP Committee chair of the secondary academic unit. The secondary academic unit shall simultaneously review the candidate, using its own criteria, to determine whether the joint title shall be maintained at the promoted rank in the event that the candidate is promoted within the primary academic unit. The recommendation made in the primary academic unit shall not be affected by the recommendation made in the secondary academic unit.
 - b. In the event a promotion in rank is awarded to the candidate by the primary academic unit, but the secondary academic unit does not recommend maintaining the joint title at the promoted rank, the joint title shall be terminated.
 - c. Tenure applications for candidates with joint titles are considered only by the academic unit of primary appointment.
7. Reappointment, promotion and tenure for candidates with joint appointments
 - a. Promotion and tenure applications for candidates with joint appointments are considered by both primary and secondary academic units. A joint committee shall be formed, composed of all eligible bargaining unit members from both the primary and secondary academic units. This committee shall follow all rules and procedures outlined above for Departmental RTP committees. The criteria used to evaluate the candidate are those determined at the time of initial hire as documented in the letter of offer, as specified in Article 11 Initial Hire.
8. Tenure resides in the academic unit of primary appointment.

C. Formation of the RTP Committees

1. All tenured bargaining unit members of the academic unit who have completed at least one (1) year of service at the University, including

those whose tenure has been approved by the Board but whose tenure has not yet become effective, are eligible to serve on reappointment and tenure committees. Only those tenured and with rank above that of the candidate may serve on promotion committees. Distinguished Professors are eligible to serve on all RTP committees.

2. The academic unit chair/director shall call an organizational meeting of all eligible bargaining unit faculty in the spring semester, per the Timelines listed above, to form the RTP Committees (Reappointment Committee, Tenure Review Committee, Promotion to Associate Professor Review Committee, and/or Promotion to Professor Review Committee).
3. In academic units in colleges with departments/schools, RTP committees shall be composed of all eligible bargaining unit members.
4. If there are fewer than three (3) eligible bargaining unit members in the academic unit to form any committee, the tenure track college faculty who are members of the bargaining unit shall formulate rules to add committee members from outside the academic unit. These rules shall be included in the procedures of the college or school. In such cases, the RTP committee should be formed as quickly as possible to facilitate the solicitation of external reviews.
5. A chairperson, or co-chairs if the committee chooses, shall be elected at the organizational meeting and shall serve for one (1) year. If co-chairs are elected, the duties of the chair shall be divided between the co-chairs. In the remainder of this section, the term "committee chair" refers to the chair or co-chairs.

D. Procedures of the RTP Committees

1. RTP committees must have a quorum present in order to conduct business. For the purpose of RTP deliberations, a quorum is defined as two-thirds ($\frac{2}{3}$) of the members. In the case where there are fewer than six (6) members, a quorum is defined to be at least three (3) members.
2. The RTP decision-making process within the bargaining unit shall be deliberative. Committee members who do not review the candidate's file and attend the committee meeting(s) in which the candidate's application is considered shall not be permitted to vote.
3. RTP committee meetings may be held by electronic means.

4. For the purposes of RTP deliberations, a favorable recommendation requires at least a majority vote. Academic unit guidelines may prescribe a supermajority requirement. When there is a tie vote, the motion to recommend in favor of the candidate fails. It is the duty of every committee member to deliberate in good faith, and the duty of the committee to issue a recommendation, either favorable or unfavorable. However, committee members cannot be compelled to vote, and may abstain from voting. An abstention counts neither in favor of nor against the motion. In the event that all members abstain from voting, the academic unit forfeits the right to make a recommendation, and the decision will be based on the subsequent recommendations.
5. All bargaining unit members shall comply with the University's conflict of interest policy and recuse themselves from any discussion, voting, or participation of any kind when the candidate is:
 - a. A member of that bargaining unit member's family.
 - b. Any other person as to whom there would exist a conflict of interest or the appearance of a conflict of interest as defined by University rules.
6. Candidates who are applying for reappointment, tenure and/or promotion to associate professor shall be evaluated under the academic unit criteria in effect at the time of the candidate's official appointment date to the tenure track position. If the criteria have been revised since the date of the initial appointment, the candidate shall have the option to choose the original or amended criteria under which he/she shall be reviewed. Once a choice is made, the candidate may not reverse his/her decision. However, the candidate may choose each time criteria are revised and are approved by the Provost. It is the responsibility of the candidate to inform the committee in the letter of intent of the criteria set the candidate has elected to be used.
7. Candidates who are applying for promotion but not for tenure shall be evaluated under the academic unit criteria in effect either at the time of the candidate's last official promotion or the academic unit criteria in effect five (5) years prior to the candidate's application, whichever is more recent.
8. Persons within the college who are required to provide a separate recommendation for a specific candidate (e.g. academic unit chairs/directors, deans or their designees) cannot be a member of

that candidate's committee, but may, at the committee's request, attend for informational purposes.

E. Duties and responsibilities of the RTP committee

1. The RTP committees shall review the qualifications of any bargaining unit member of the academic unit who has requested reappointment, tenure and/or promotion and shall make recommendations to the academic unit chair/director regarding the granting or denial of the request.
2. The recommendations shall include documentation of the committee's procedures, a report of the vote, and an explanation of the application of the criteria as established in this Article and the academic unit guidelines.
3. The recommendation letter shall be reviewed and approved by the committee before dissemination. Minority reports are not permitted.
4. The RTP committee chair shall convene all meetings, other than the organizational meeting referred to in the timelines above, and preside at these meetings.
5. The RTP committee chair shall invite the candidate to meet with the committee before the recommendation is made.
6. The RTP committee chair shall inform the candidate in writing of the committee's recommendation per the timelines above.
7. Reappointment letters shall include an assessment of the candidate's record in all pertinent areas. Perceived weaknesses must be documented, and must include a statement of how the candidate can enhance performance toward meeting the goal of tenure and promotion.
8. Tenure and promotion recommendation letters shall include an assessment of the candidate's record in all pertinent areas and a summary of the external reviews. A statement must be included that explains how the candidate's record meets or fails to meet the expectations expressed in the guidelines and any additional expectations that may have been expressed in the candidate's initial appointment letter.
9. The RTP committee chair shall transmit copies of the committee's recommendations and the candidate's RTP file to the academic unit chair/director per the timelines above.

10. Committee members shall be responsible for the maintenance of minutes and the documentation of the committee proceedings.

F. Role of the Chair/Director

1. The academic unit chair/director shall call an organizational meeting to elect appropriate committee chairs and send out notifications to candidates per the timelines above.
2. The academic unit chair/director shall evaluate the candidate's RTP file and the RTP committee's recommendation to formulate his/her recommendation, which shall include a statement of how the candidate meets or fails to meet the expectations expressed in the guidelines.
3. The academic unit chair/director has the responsibility to determine that the RTP committee followed correct procedures and accurately, consistently, and fairly applied the approved departmental criteria.
4. The academic unit chair's/director's report shall include an assessment of his/her determination that these procedures and criteria have been addressed.
5. Written copies of the academic unit chair's/director's recommendation shall be provided to the candidate and the RTP committee chair.
6. In colleges with departments/schools, the academic unit chair/director shall transmit his/her recommendation to the dean with the candidate's RTP file per the timelines above. A copy of the recommendation shall be sent to the candidate and the RTP committee chair.

Section 7. College-Level Review

A. Role of the Dean

1. Duties and responsibilities of the dean
 - a. In tenure and promotion cases, the dean shall transmit the file to the college-wide review committee.
 - b. In all reappointment, tenure, and promotion cases, the dean shall evaluate all previous recommendations and materials from the candidate's RTP file to formulate his/her own recommendation, which shall include a statement of how the

candidate meets or fails to meet the expectations expressed in the guidelines.

- c. If the dean's recommendation differs from that of the RTP committee or academic unit chair/director, the dean shall discuss his/her recommendation with the RTP committee and academic unit chair/director.
- d. If the dean identifies a procedural error or inadequate consideration in a previous recommendation that materially affected that recommendation, he/she shall inform the Labor Management Committee, which shall review the recommendation letters thus far generated to determine whether or not the case should be returned to the point of origin of the error for reconsideration. If the Labor Management Committee agrees that the case should be returned, or is unable to achieve consensus, the case shall be returned to the point of origin of the error for reconsideration. If the Labor Management Committee agrees that the case should not be returned, the dean shall document the concerns in his/her recommendation, and the review process shall proceed as normal.
- e. Except in second-, third-, and fifth-year reappointment cases in which there are no negative recommendations, the dean shall transmit his/her recommendation to the Provost along with the candidate's RTP file per the timelines above with a copy to the candidate, the academic unit chair/director, and the relevant committee chairs.

B. College-Wide Review Committee

- 1. All colleges shall have college-wide tenure and/or promotion review committees. The college-wide review committees shall provide a separate and independent recommendation of each candidate for tenure and/or promotion. The order of recommendations is sequential, not hierarchical. The guidelines for each college shall include procedures for constituting college-wide review committees.
- 2. The college-wide review committees shall be composed of no fewer than five (5) members elected from the tenured bargaining unit of the college. Each college shall develop guidelines for the election process and the voting process, including guidelines for replacing members unable to serve and for selecting members from outside the college if needed.

3. A committee member from the department of the candidate being considered shall not participate in the discussion or voting concerning said candidate.
4. Members of the college-wide review committees shall meet the following criteria:
 - a. Members of the college-wide tenure review committees shall be tenured bargaining unit members.
 - b. Members of the college-wide promotion-to-associate-professor review committee shall be tenured bargaining unit members holding the rank of associate professor or professor, or the title of Distinguished Professor. Candidates applying for promotion to associate professor, but not applying for tenure, shall be reviewed by the college-wide promotion-to-associate-professor review committee.
 - c. Members of the college-wide promotion to professor review committee shall be tenured bargaining unit members holding the rank of professor or the title of Distinguished Professor.
 - d. Members of any college-wide review committee shall have completed at least one (1) year of service at the University.
5. The college-wide review committee shall evaluate candidates' files and all previous recommendations to determine:
 - a. That the candidate has satisfactorily met all approved tenure and/or promotion criteria established by the University and the academic unit;
 - b. That the departmental tenure and/or promotion committee and the academic unit chair/director have followed all approved procedures in their evaluation of the candidate;
 - c. That the candidate has received adequate consideration in the RTP process;
 - d. That the tenure and/or promotion committee and the academic unit chair/director recommendations for the candidate are consistent with the academic unit guidelines;
 - e. That any conditions of initial hire were duly taken into consideration in the departmental and chair/director recommendations;

- f. That the external review letters were impartial and involved no conflict of interest.
- 6. The college-wide review committees shall not evaluate the merits of departmental guidelines or criteria.
- 7. If the college-wide review committee identifies a procedural error or inadequate consideration in a previous recommendation that materially affected that recommendation, the committee chair shall inform the Labor Management Committee, which shall review the recommendation letters thus far generated to determine whether or not the case should be returned to the point of origin of the error for reconsideration. If the Labor Management Committee agrees that the case should be returned, or is unable to achieve consensus, the case shall be returned to the point of origin of the error for reconsideration. If the Labor Management Committee agrees that the case should not be returned, the college-wide review committee shall document the concerns in its recommendation, and the review process shall proceed as normal.
- 8. The college-wide review committee's written recommendation shall include in its findings that paragraphs B.5(a)–B.5(f) of this Section have been addressed. If the committee's recommendation differs from the recommendations of the tenure and/or promotion committee, or from the academic unit chair/director, the committee's recommendation shall include a statement of the reason(s) for such difference(s).
- 9. The college-wide review committee shall forward its recommendation to the dean, with copies to the academic unit chair/director, the RTP committee chair, and the candidate per the timelines in Section 5.

C. Discretionary Appeal to the Labor Management Committee

If the candidate, in reviewing the recommendation letters from the departmental RTP Committee, the academic unit chair/director, the College Review Committee and/or the dean, believes that a procedural error or inadequate consideration has materially affected one or more of the recommendations, he/she may present his/her concerns to the Labor Management Committee. The Labor Management Committee shall review the recommendations generated thus far to determine whether the case should be returned to the point of origin of the error for reconsideration. If the Labor Management Committee agrees that the case should be returned, or is unable to achieve consensus, the case shall be returned to the point of origin of the error for reconsideration. If the Labor Management

Committee agrees that the case should not be returned, the review process shall proceed normally.

Section 8. The University Level Review

A. Role of the Provost

1. The Provost or the Provost's designee shall, if necessary, transmit the file to the University Appeals Committee. Upon return of the file with the University Appeals Committee's recommendation, the Provost or the Provost's designee shall transmit his/her recommendation to the candidate per the timelines above with a copy to the dean, chair/director, and chairs of other committees involved in the candidate's review process. The RTP file shall then be returned to the dean, where external review letters shall be removed and stored as part of the candidate's permanent personnel record before the RTP file is returned to the candidate.
2. The Provost or the Provost's designee shall transmit his/her positive recommendations to the President. If the President concurs, these recommendations are forwarded to the Board for consideration, usually at the April Board meeting.

B. Role of the Board of Trustees

Notification of appointment, reappointment, tenure, and promotion of bargaining unit members shall occur as follows:

1. The Board usually acts upon recommendations for appointment, reappointment, promotion, and the granting of indefinite tenure at its April meeting.
2. Recommendations for appointment, reappointment, promotion, and the granting of indefinite tenure may be considered at other Board meetings as appropriate.
3. The appointment, reappointment, tenure, and promotion of bargaining unit members are subject to the approval of the Board. No officer, dean, committee, or other such entity shall have the authority to employ, set the compensation or other terms of employment except the Board. All offers of employment shall be subject to this condition. The University shall make available to the bargaining unit faculty members an electronic record of their employment status, including rank, tenure status, and salary.

Section 9. Appeals Process

A. Procedures

1. After the Provost or the Provost's designee has made his/her recommendation, the candidate may appeal any level of recommendation up to and including that of the Provost or the Provost's designee.
2. If an appellant believes that an adverse decision ultimately rendered on an appeal was caused in substantial part by a procedural error or omission either in the original decision-making process or in the appeals process and such alleged procedural error or omission was timely raised as set forth in this Section, such appellant may, with the concurrence of the Akron-AAUP, appeal the matter to arbitration. This shall be done by filing a grievance, which shall be initiated at the Step 2 level and thereafter proceed to arbitration pursuant to the procedures established in Article 12 (Grievance and Arbitration Procedures).
3. In any such arbitration, the arbitrator shall consider all procedural errors or claims of inadequate consideration and determine if, in their totality, they constitute substantive prejudice to the candidate.
4. The arbitrator shall remand the promotion or tenure decision being grieved to the point of initial error with directions as to which of the existing procedures in the Agreement or in applicable college or departmental bylaws are to be followed.
5. The arbitrator does not have the authority to award promotion or tenure to a bargaining unit member.
6. At each level where a tenure or promotion case is remanded and/or subsequently reviewed, individuals and committees will duly consider all advice and recommendations of the arbitrator on an expedited basis.
7. In the case of a violation of the procedures, it is not intended that appointment, reappointment, promotion or tenure be awarded by default.

B. University Appeals Committee

1. The University Appeals Committee shall consist of one (1) member from the tenured professors or Distinguished Professors of each degree-granting college except the School of Law, elected by its

tenure track bargaining unit members and one (1) tenured professor or Distinguished Professor from the University libraries, elected by its tenure track bargaining unit members. Committee appointments shall be established as three (3) year staggered terms.

2. The following procedures for the University Appeals Committee shall be followed.
 - a. The candidate shall file an appeal with the University Appeals Committee within two (2) weeks of receiving the Provost's recommendation. The written and signed appeal shall be sent to the chair of the University Appeals Committee with copy to the appropriate chair/director, dean, committee chairs and Provost.
 - b. The candidate's appeal shall provide a statement of specific procedural error or a claim of inadequate consideration.
 - c. The appeals committee shall consider all procedural errors or claims of inadequate consideration and determine if, in their totality, they constitute substantive prejudice to the candidate.
 - d. The appeals committee shall not evaluate the merits of the candidate's application in order to determine if the candidate has met all approved RTP criteria.
 - e. Within seven (7) calendar days after receiving the appeal, the chair of the University Appeals Committee shall hold a meeting.
 - f. All committee members shall read the candidate's written and signed appeal before attending the meeting.
 - g. The appellant shall be notified of the meeting and shall be invited to attend to answer whatever questions might arise concerning the appeal.
 - h. After reviewing the appeal, and in closed session, the committee shall vote to accept or reject the appeal. A simple majority vote of the full committee shall be required to accept the appeal and to submit it to further investigation.
 - i. If the appeal is rejected, the committee shall notify the candidate of the rationale for the decision, with copy to the appropriate chair/director, dean, committee chairs and Provost.

- j. If the appeal is accepted, the committee shall notify the candidate, with copy to the appropriate chair/director, dean, committee chairs and Provost.
- k. Within fifteen (15) calendar days, the committee shall complete its investigations and report their findings and recommendations to the Labor Management Committee, with copy to the candidate, the appropriate chair/director, dean, committee chairs and Provost.
- l. The Labor Management Committee shall determine whether the case shall be returned to the point of origin of a procedural error, or whether the review process shall move forward.
- m. In the case of an appeal of reappointment or tenure the candidate will be reappointed for the following year on a terminal contract.

ARTICLE 14 **DISCIPLINARY ACTION**

Section 1. The University and Akron-AAUP agree that discipline for just cause, up to and including termination of a bargaining unit member, may be necessary from time to time. In the case of an oral or written reprimand, such discipline shall not be subject to the formal process set forth in the Article, but shall be subject to less formal due process, and, in any event, all discipline shall be only for just cause and shall be subject to the Grievance and Arbitration procedures set forth in Article 12, supra.

Section 2. When the University has reason to believe an incident(s) has occurred which might constitute grounds for discipline, other than an oral or written reprimand, it shall conduct an investigation pursuant to this Article.

Section 3. If after such investigation the Provost believes disciplinary action is warranted, discipline may be imposed on a bargaining unit faculty member for just cause. Engaging in conduct that constitutes just cause for discipline may lead to any one or more of the following types of disciplinary action: oral reprimand, written reprimand, suspension with pay, suspension without pay, or termination of employment. In determining the level of disciplinary action to impose in any given situation, the University shall take into account the severity of the offense, prior disciplinary action, the bargaining unit member's improvement since the last disciplinary action was taken, and the bargaining unit member's overall employment record.

Section 4. Prior to imposing disciplinary action, other than an oral or written reprimand, the department chair, dean, or the Provost will meet with the bargaining unit faculty member to discuss the charge(s) against the bargaining unit member, and provide the

bargaining unit faculty member with an opportunity to present his or her case. The following procedures will be followed:

- A. The bargaining unit faculty member shall be given the opportunity to be accompanied by an Akron-AAUP representative.
- B. At least ten (10) days prior to the meeting, the University shall notify both the bargaining unit faculty member and the Akron-AAUP in writing of the specific charge(s) and the specific basis(es) of those charges to be discussed at the meeting. Where the contemplated discipline may be suspension or be more severe, the University shall provide the bargaining unit faculty member and the Akron-AAUP with copies of the documents which the University can release legally upon which the charges are based. However, all identities will be redacted.
- C. If the matter is not disposed of by mutual agreement at the meeting, the bargaining unit faculty member and the Akron-AAUP shall be sent a written statement of the charges and the discipline imposed, as well as copies of the documents which the University can release legally upon which the charges and discipline are imposed, to the extent not previously provided, within ten (10) days of the meeting. Such statement will be signed by the administrator imposing discipline and initialed by the Provost.
- D. If discipline is imposed the University will disclose those identities which can be released legally.

Section 5. A bargaining unit faculty member who disagrees with the disciplinary action that has been imposed may seek recourse through the Grievance and Arbitration Procedure.

Section 6. Bargaining unit members alleged to have violated the University of Akron's Interim Gender-Based Misconduct and Title IX Policy & Protocol ("Title IX Policy") located at <https://www.uakron.edu/title-ix/docs/title-ix-policy.pdf> shall be subject to the applicable provisions of the Title IX Policy and the Memorandum of Understanding Regarding the New Title IX Regulations ("Title IX MOU"). Conflicts between this Article 14 and the Title IX Policy, the Title IX MOU or the Title IX Regulations shall be resolved in favor of the Title IX Policy, MOU or Regulations.

ARTICLE 15 **RETRENCHMENT**

Section 1. Determining the Necessity for Retrenchment

- A. Retrenchment may be necessary when a judgment, made by action of the President, based upon evidence made available to the Akron-AAUP according to the schedules set forth in this Article, indicates one (1) of the

five (5) circumstances listed in Section 1(A)(1) through 1(A)(5) exists at the University.

1. Financial exigency, defined as financial problems so severe that they threaten the University's ability to maintain its operations at an acceptable level of quality;
2. Significant reduction in enrollment of a college, department, or program continuing over five (5) or more academic semesters (not including summer) and which is expected to persist;
3. Modification, elimination, or suspension leading to elimination of an academic program(s) that requires the reduction or replacement of bargaining unit faculty;
4. Reorganization of departments, schools, or colleges that reduces the need for bargaining unit faculty by improving efficiency.
5. Action by the Ohio Department of Higher Education or Ohio General Assembly which requires the University to implement a retrenchment.

Section 2. Bargaining Unit Reductions through Attrition First

- A. Normal attrition is the preferred approach to alleviating financial exigency or responding to enrollment patterns.
- B. If the President determines, according to the criteria listed in Section 1 of this Article, that retrenchment is necessary and, further, that in implementing this retrenchment a reduction in bargaining unit faculty is necessary, the University shall attempt to achieve the desired result through attrition, including voluntary early retirement.
- C. If, after completing the procedures in Section 2(B), the President makes the judgment that retrenchment requires reductions in bargaining unit faculty beyond those conducted through attrition, the following procedures establish the process for implementing any retrenchment.

Section 3. Information

In this Article, "day" means Monday through Friday during fall and spring semesters, excluding University-observed holidays. In the case of financial exigency, "day" also includes Monday through Friday during the summer, excluding University-observed holidays.

- A. The Provost shall provide to the Akron-AAUP evidence of the need for retrenchment, based on the criteria listed in Section 1 of this Article, of efforts to implement this retrenchment as outlined in Sections 2(A) and 2(B) of this Article, evidence that these efforts remain insufficient, and evidence that clearly documents the necessity for a recommendation to release bargaining unit faculty.
- B. At the same time, the Provost shall notify the dean of the affected unit(s) or program(s) that retrenchment may be required. Accompanying such notification shall be a written description and rationale for the proposed reductions, a copy of which is to be simultaneously forwarded to the Akron-AAUP.
- C. Upon receipt of the above-described notice of possible retrenchment, the dean of the affected unit(s) shall obtain the recommendations of the affected unit(s)'s members on how best to carry out the proposed retrenchment. The unit members' recommendations, including any alternative proposals, shall be submitted by the dean to the Provost and to the Joint Committee on Retrenchment (see Section 4 of this Article, below) within ten (10) days after receipt of the notification of possible retrenchment, unless otherwise mutually agreed in writing.
- D. The Akron-AAUP shall be provided access and the opportunity to inspect, request, and/or copy any additional information relevant to the anticipated retrenchment within five (5) days after the delivery of a written request to the Provost.

Section 4. Consultation

- A. Within five (5) days after the Akron-AAUP's receipt of the data and information in Section 3(A) a Joint Committee on Retrenchment, with three (3) members appointed by the President and three (3) members appointed by the Akron-AAUP, shall be formed. The Provost, or designee, shall chair the committee in an ex-officio, non-voting capacity. The members shall be provided the information regarding retrenchment identified in Section 3 of this Article. The Committee shall hold its first meeting within five (5) days after the Joint Committee on Retrenchment is formed. Once the Joint Committee meets it may request additional information and documents that are relevant.
- B. In the case of an anticipated retrenchment affecting a college, department, or program, the Joint Committee on Retrenchment's recommendations shall include, with respect to such college, department or program, consideration of:

1. Its historical role and contributions in the University's educational, scholarly and service mission, and those long-range circumstances which may have changed to alter that role and those contributions;
 2. The dependence of other programs in the University on the college, department, or program;
 3. Duplication elsewhere in the University of courses, research or services offered through the department, college or program, and possible organizational arrangements which might serve as alternatives to discontinuation;
 4. Arrangements which can be made to allow students enrolled to satisfy degree or certificate requirements;
 5. Stature of its faculty and alumni, and the possible consequences to the academic stature of the University through discontinuation;
 6. The profile of ages, periods of service and tenure status of its bargaining unit faculty and an estimate of their possible usefulness elsewhere within the University;
 7. Possible arrangements for planned phasing out of the college, department, or program as an alternative to abrupt discontinuation; and
 8. Any other factors the Joint Committee on Retrenchment deems relevant.
- C. Unless otherwise mutually agreed to in writing, within thirty (30) days after the first meeting of the Joint Committee on Retrenchment, the Committee will submit its advisory recommendations to the President. Such recommendations may include ways to relieve the need for retrenchment by raising additional funds, by reallocating funds, or by cutting or eliminating specified activities.
- D. The President shall forward these recommendations along with his or her own recommendations to the Board as soon thereafter as practicable. Other than as provided in Section 12 of this Article, the University agrees to take no action regarding retrenchment until the President and the Board have reviewed the recommendations from the Joint Committee on Retrenchment.

Section 5. After receiving and considering the recommendation(s) in Section 4, the Board will make the final determination to implement retrenchment.

Section 6. The Retrenchment Process

Once the final determination has been made that retrenchment is necessary, the following shall determine which bargaining unit faculty within the affected unit(s) will be released:

- A. All visiting faculty not funded by outside sources shall be released before any bargaining unit faculty of any category, unless no bargaining unit faculty member has the qualifications necessary to teach the non-bargaining unit faculty member's course(s).
- B. Bargaining unit faculty shall be placed in the following categories:
 - 1. Assistant Professors of Practice/Instruction
 - 2. Assistant Professors and Associate Professors of Practice/Instruction
 - 3. Untenured Associate Professors and Professors of Practice/Instruction
 - 4. Untenured Professors
 - 5. Tenured Associate Professors
 - 6. Tenured Professors
 - 7. Distinguished Professors
- C. If further reductions are necessary after faculty have been released pursuant to Section 6(A), a bargaining unit faculty member may volunteer to retire or otherwise sever employment to prevent or reduce the need for retrenchment. If such voluntary action prevents or reduces the need for retrenchment, the net savings from such voluntary retirements or departures shall be applied dollar-for-dollar to reduce the number of faculty retrenched as long as the voluntary action does not require the University to replace the retired or departed bargaining unit faculty member at an equal or greater cost. Such voluntary retirements or departures may include incentives such as a period of continued health care, financial compensation, a part-time teaching arrangement, or other agreed-upon terms. Any such incentives shall be included in determining the net savings to be applied to reduce the number of faculty retrenched. This Section 6(C) shall not apply to reduction by attrition under Section 2(A) or 2(B).

If further reductions are necessary, bargaining unit faculty will be released starting with the lowest numbered category in Section 6(B). In making the final determination within each category as to whether or not an individual

bargaining unit faculty member will be released, the following additional factors will be given full consideration:

1. The University's commitment to affirmative action and its policies adopted thereunder
2. The quality of the bargaining unit member's contributions in the areas of teaching, research, and/or service (as appropriate to the appointment)
3. The impact on the academic program resulting from the release of the bargaining unit member
4. Length of service with the University as a fulltime faculty member
5. The strategic importance of each academic program to the mission of the University
6. The financial viability of each academic program
7. The feasibility of other faculty performing the bargaining unit member's responsibilities in the areas of teaching, research and publication and University and public service
8. The disparate impact on bargaining unit faculty in legally protected classifications.

Each bargaining unit faculty member in the affected unit will have the opportunity to submit a recommendation with rationale to the dean of the affected unit regarding the individual bargaining unit faculty to be released, consistent with Sections 6(B) and (C).

The dean of the affected unit(s), after receiving the recommendations of the affected unit's members, will make final recommendations in accordance with Section 6(B) and (C) to the Provost concerning the individual bargaining unit faculty to be released. Whenever bargaining unit faculty within a category are considered approximately equivalent in the ratings on the factors set forth in this Subsection (C), then length of service with the University as a full-time faculty member will be the deciding factor.

- D. The Provost will then make the final decision for the University in accordance with Section 6(B) and (C) concerning the bargaining unit faculty member(s) to be released and will notify each such bargaining unit faculty member in accordance with the time limitations set forth in the following Section 7. Where some but not all bargaining unit faculty within a category are selected for release, the notice will include an explanation of how the

factors in Section 6(C) were applied and provide the released bargaining unit faculty with an opportunity to be heard. A copy of each such notification shall be sent to the Akron-AAUP.

Section 7. Notice of Release

- A. The University will provide notice of release to affected members of the bargaining unit in accordance with the following:
 - 1. For a bargaining unit faculty member holding a first (1st) or second (2nd) one (1) year contract expiring at the end of that academic year, not later than March 15; or if the one (1) year appointment terminates during an academic year, at least three (3) months in advance of its termination.
 - 2. For a bargaining unit faculty member holding more than a second (2nd) one (1) year contract expiring at the end of that academic year, not later than December 15; or if the one (1) year appointment terminates during an academic year, at least six (6) months in advance of its termination.
 - 3. For an untenured tenure-track bargaining unit faculty member who is under tenure consideration, tenured bargaining unit faculty member, an Associate Professor of Practice/Instruction, or Professor of Practice/Instruction, at least twelve calendar (12) months, spanning at least two (2) academic semesters, not including summers.

Section 8.

- A. The University will endeavor to place released bargaining unit faculty, if qualified, in other available teaching positions within the University. No tenured bargaining unit faculty member will be dismissed solely on the basis of Section 1(A)(3) or (4) without the University making documented good-faith efforts to relocate the bargaining unit faculty member within the University. In addition to the foregoing, the University will endeavor to find other areas of employment within the University community for tenured bargaining unit faculty that are scheduled for release under this retrenchment Article.
- B. Notwithstanding the foregoing, if there is a consolidation of programs or departments or colleges among any of the public institutions of higher education within Northeast Ohio, such that the University would lose an existing program or department or college, the University may, in lieu of its above obligations to bargaining unit faculty members in such program or department or college: (1) first (1st) place all such tenured bargaining unit faculty members in corresponding positions within that public institution of

higher education for which they are qualified within the locus of tenure, at the same salary and in the same rank, as they had at the University at the time of release (and with the same benefits of other tenured faculty of such salary and rank at that other institution); and (2) also place all, or if unable to do so, less than all other bargaining unit faculty in corresponding positions within that public institution of higher education for which they are qualified within the locus of appointment, at the same salary and in the same rank, as they had at the University at the time of release (and with the same benefits of other non-tenured faculty of such salary and rank at that other institution). In the event any such released bargaining unit faculty member had obtained tenure at the time of release from the University, such placement with that other public higher education institution shall include placement with tenure.

Section 9. During a period of three (3) academic years following release of a bargaining unit faculty member under this Article, such bargaining unit faculty member shall be offered reinstatement to the same or similar position if reauthorized. Released bargaining unit faculty who have been offered reinstatement will have a period of sixty (60) days in which to accept or decline the offer of reinstatement. The released bargaining unit faculty member shall be able to complete the term of his or her current employment (up to one (1) year) before beginning the recalled position at the University. The University's offer to reinstate, if accepted, shall be at the same tenure level, appointment type, rank, and salary, adjusted to incorporate any general, non-performance based salary increases that were granted since the time the bargaining unit faculty member was released. If the bargaining unit faculty member declines the offer of reinstatement, all reemployment rights at the University shall be terminated and the position may be filled in accordance with regular employment policies and practices of the University. If the same or similar position is not reopened within the three (3) academic years referenced above, the bargaining unit member's employment rights at the University shall be terminated.

Section 10. In the event that a part-time teaching position becomes available in the program of a released bargaining unit faculty member and if the bargaining unit faculty member has the appropriate qualifications for the position, the bargaining unit faculty member will receive first (1st) consideration for the position. Acceptance or declination of such a part-time teaching position does not affect in any way the rights of a released bargaining unit faculty member to reemployment under Sections 8 or 9 of this Article.

Section 11. A bargaining unit faculty member who accepts reappointment shall be credited with rank and shall be reappointed with tenure if tenured at the time of release or with the remaining years of a term appointment if applicable. A bargaining unit faculty member released due to financial exigency will receive from the University, to commence at the time of release, a one (1) year continuance of the University health insurance policy without charge. A terminated bargaining unit faculty member shall be eligible to continue coverage under the University's group rate benefit programs for health insurance benefits at his/her own expense as provided for under COBRA.

Section 12. The procedure for retrenchment set forth in this Article is designed to accommodate both the orderly change in the University and reductions that must accompany more abrupt changes in circumstances. The parties recognize that catastrophic circumstances could develop which are beyond the control of the University and would render impossible or unfeasible the implementation of procedures set forth in this Article. Therefore, this Section 12 shall not be used to accomplish retrenchment as set forth in this Article. If such unforeseen, uncontrolled and catastrophic circumstances should occur, then the University agrees that, before taking any action that could be interpreted as bypassing the retrenchment procedures, representatives of the University will meet with representatives of the Akron-AAUP to discuss and show evidence of the circumstances described above and that this evidence will at least satisfy the requirements outlined in Section 3(A) of this Article and to discuss the proposed course of action. The University shall not take action under this section after such catastrophic circumstances have ceased to exist.

ARTICLE 16 **COMPENSATION**

Section 1. Wages

A. 2020-2021 Academic Year

There shall be no general increase to base salaries for the 2020-2021 academic year.

B. 2021-2022 Academic Year - Temporary Salary Reductions

1. Effective July 1, 2021 through June 30, 2022, each bargaining unit member with a base salary greater than \$50,000 (except those described in Subsection B(2)) shall be subject to a temporary reduction in base salary based upon the following formula:

$$(\%) \text{ reduction} = ((6.22 \times 10^{-7}) \times (2020-21 \text{ base salary}) - 0.0015) \times 0.655$$

2. This temporary reduction shall not apply to a bargaining unit member who was: (a) not employed as a bargaining unit member during the 2020-21 academic year; or (b) laid off from employment during Fiscal Year 2021, pursuant to Article 15, Section 12 of this Agreement and reinstated at any time before June 30, 2022.

C. 2022-23 Academic Year – Contingent Lump Sum Payment

1. Effective July 1, 2022, faculty base salaries shall be determined without regard to any temporary salary reduction imposed pursuant to Section 1(B).
2. Each bargaining unit member employed as a member of the faculty as of July 1, 2022, who was a member of the bargaining unit as of the beginning of fall semester 2021, and whose performance review for the 2021 calendar year, including any immediately preceding period that was not included in the previous merit evaluation, is satisfactory or better as determined by the merit review criteria, shall receive a lump sum payment of \$1,000 if the condition in Subsection C(3) is met.
3. If the Census Headcount for Fall 2022 (defined as including all enrolled students at all University of Akron campuses except College Credit Plus students)¹ is equal to or greater than 16,100, then the lump sum specified in Subsection (C)(2) shall be provided. If the Fall 2022 enrollment (as defined above) is less than 16,100, there shall be no lump sum payment for FY23.

D. 2023-24 Academic Year – Contingent Lump Sum Payment

1. Each bargaining unit member employed as a member of the faculty as of July 1, 2023, who was a member of the bargaining unit as of the beginning of fall semester 2022, and whose performance review for the 2022 calendar year is satisfactory or better as determined by the merit review criteria, shall receive a lump sum payment of \$1,500, if the condition in Subsection D(2) is met.
2. If the Census Headcount for Fall 2023 (defined as including all enrolled students at all University of Akron campuses except College Credit Plus students) is equal to or greater than 17,400, then the lump sum specified in Subsection (D)1 shall be provided. If the Fall 2023 enrollment (as defined above) is less than 17,400, there shall be no lump sum payment for FY24.

¹ College Credit Plus students are shown in the Census Headcount as “Total CCP & ECHS.” The Census Headcount for purposes of this Article 16, Section 1 shall be determined by Institutional Research in the same manner as the “Fall 2020 Census Enrollment By Academic Career – Census” report (attached as Exhibit A) and measured on the fifteenth day of the semester. The Census Headcount number used for Article 16, Section 1 shall include all graduate students, law students, and undergraduate students and shall exclude only College Credit Plus students. For example, for Fall 2020, the Census Headcount for purposes of Article 16, Section 1 would be 15,230 (17,829 minus 2,599).

E. 2024-25 Academic Year – Contingent Lump Sum Payment

1. Each bargaining unit member employed as a member of the faculty as of July 1, 2024, who was a member of the bargaining unit as of the beginning of fall semester 2023, and whose performance review for the 2023 calendar year is satisfactory or better as determined by the merit review criteria, shall receive a lump sum payment of \$2,000, if the condition in Subsection E(2) is met.
2. If the Census Headcount for Fall 2024 (defined as including all enrolled students at all University of Akron campuses except College Credit Plus students) is equal to or greater than 18,700, then the lump sum specified in Subsection (E)1 shall be provided. If the Fall 2024 enrollment (as defined above) is less than 18,700, there shall be no lump sum payment for FY25.

F. 2025-26 Academic Year – Salary Increase

1. Each bargaining unit member employed as a member of the faculty as of July 1, 2025, who was a member of the bargaining unit as of the beginning of fall semester 2024, and whose performance review for the 2024 calendar year is satisfactory or better as determined by the merit review criteria, shall receive a 2.0% increase to base salary.
2. If the Census Headcount for Fall 2025 (defined as including all enrolled students at all University of Akron campuses except College Credit Plus students) for Fall 2025 is equal to or greater than 20,000, then a 2% increase to base salary, in addition to the increase specified in Subsection (F)1, shall be provided (resulting in a total 4% increase to base salary).
3. Any compensation increases granted under this section shall be retroactively applied to the bargaining unit member's base salary for the academic year for nine-month faculty and to July 1, 2025 for twelve-month faculty.

G. Comparable Increases

If administrators, staff, contract professionals, or non-bargaining unit faculty, as a group, receive an across-the-board raise, lump sum payment, or other economic benefit (including fringe benefits) that is greater than or more beneficial to employees than that provided to bargaining unit faculty under Section 1(A)-(F) or Article 17, the amount of the additional increase or value of the greater benefit shall be provided to bargaining unit faculty members.

Section 2. Merit Increases

A. Departmental Merit Criteria

Upon implementation of this current contract, merit increases will be based on the calendar year rather than the academic year, which has been the past practice. This shift in the merit cycle is intended to give more time for the submission and processing of merit raises with the ultimate goal of synchronizing them with payroll. Annual raises shall be based on Spring/Summer/Fall activities and on those of any immediately preceding period that was not included in the previous merit evaluation.

Units that, due to the reorganization of Summer 2020, now contain faculty who were previously subject to differing sets of merit guidelines shall develop and submit new merit guidelines by the end of week five (5) of the Spring 2021 semester. The department chair/director, dean, and the Provost shall review these new guidelines and provide feedback as appropriate by the end of week ten (10) of the Spring 2021 semester. The bargaining unit faculty shall resubmit the guidelines by the end of week fifteen (15) of the Spring 2021 semester. The goal is to have these new guidelines administratively approved to take effect in calendar year 2022.

Although not required, any unit may revise its merit guidelines based on a majority vote of the unit's bargaining unit faculty. These revised guidelines shall be developed and submitted to the chair/director by the end of week five (5) of the Spring semester. The department chair/director, dean, and the Provost shall review these new guidelines and provide feedback as appropriate by end of week ten (10) of the Spring semester. The bargaining unit faculty shall resubmit the guidelines by the end of week fifteen (15) of the Spring semester. The goal is to have these revised guidelines administratively approved to take effect by the next calendar year.

Annual merit raises may be based on up to a three (3) year rolling average if academic unit merit guidelines so indicate. In addition to any materials required by this Agreement, by department merit criteria, or by the department chair/director, bargaining unit faculty may include whatever material will provide evidence of successful teaching, scholarship or service.

B. Merit Review

The department chair/director shall conduct an annual evaluation of every bargaining unit faculty member in accordance with the department's bargaining unit faculty member evaluation criteria established pursuant to Subsection (A).

1. In preparation for the chair/director's evaluation, all members of the bargaining unit shall submit to the chair/director a report of their teaching, scholarship, and service during the preceding calendar year by the end of week three (3) of the Spring semester.
2. For each area -- teaching, scholarship, and service -- the chair/director shall provide a written evaluation to the faculty member by the end of week eight (8) of the Spring semester and assign a rating of "unsatisfactory," "satisfactory," "meritorious," "outstanding," or "extraordinary."
3. Any member who disagrees with the chair/director's evaluation may send a written rebuttal to the chair/director by the end of week ten (10) of the Spring semester. The chair/director shall send each member of the bargaining unit a *final* copy of his or her evaluation, simultaneously with submission to the dean, by the end of week thirteen (13) of the Spring semester. A bargaining unit faculty member may appeal to the dean any final merit evaluation with which they disagree by the end of week fifteen (15) of the Spring semester.
4. Merit evaluation shall not be grievable unless the bargaining unit faculty member has been rated less than meritorious and then only as to procedural error and/or inadequate consideration in the review process.

Timeline for Merit Review:

Date(s)	Action(s)
By the End of Week 3 of the Spring Semester	All members of the bargaining unit shall submit to the chair/director a report of their teaching, scholarship, and service during the preceding calendar year.
By the End of Week 8 of the Spring Semester	For each area – teaching, scholarship, and service – the chair/director shall provide a written evaluation to the faculty member and assign a rating of “unsatisfactory,” “satisfactory,” “meritorious,” “outstanding” and “extraordinary.”
By the End of Week 10 of the Spring Semester	Bargaining unit faculty who disagree with the chair/director's evaluation may send a written rebuttal to the chair/director.
By the End of Week 13 of the Spring Semester	The chair/director shall send to each member of the bargaining unit a final copy of his or her evaluation, simultaneously with submission to the dean.
By the End of Week 15 of the Spring Semester	Any bargaining unit faculty member may appeal to the dean any final merit evaluation with which they disagree.

C. Merit Raise Computation

An overall score is calculated, rounded to the nearest 10th, based on the relative weights assigned to teaching, scholarship, and service as specified in the department bylaws. In this calculation, the following values are

assigned in each area: "unsatisfactory" = 1, "satisfactory" = 2, "meritorious" = 3, "outstanding" = 4, and "extraordinary" = 5.

An aggregate overall score of less than two (2) points shall be considered unsatisfactory and shall disqualify the bargaining unit faculty member from participation in the merit pool. For example, if teaching is awarded forty percent (40%), research is awarded forty percent (40%), and service is awarded twenty percent (20%); the bargaining unit faculty member receives individual scores of two (2) for teaching, two (2) for research, and one (1) for service. The weighted scores would be 0.8 for teaching, 0.8 for research and 0.2 for service for an aggregate overall score of 1.8 which would disqualify the bargaining unit faculty member from participation in the merit pool.

The merit raise m_i for an individual bargaining unit faculty member will be determined as follows:

$$m_i = \left(\frac{p_i}{\sum_{j=1}^n p_j} \right) \times \frac{M}{2} + \left(\frac{p_i \times b_i}{\sum_{j=1}^n p_j \times b_j} \right) \times \frac{M}{2}$$

where

M is the total merit pool for the Member's department, $M = \sum_{j=1}^n b_j \times r$

r is the percentage merit increase specified by the applicable contract section.

n is the number of bargain unit faculty in the member's department.

p_i is the member's 'overall score rounded to the nearest 10th' as specified in Subsection (C).

b_i is the member's base salary.

p_j and b_j are the overall score and base salary, respectively, for all the bargaining unit faculty in the member's department. Here j is equal to 1,2,3, and so forth, up to n .

The merit pool will be divided into two (2) equal parts – one (1) part will be used to decide the merit ignoring the salary of the bargaining unit faculty and the other part will include the salary of the bargaining unit faculty. The following example illustrates the formula above:

$n = 5$

Salaries of: \$40,000; \$30,000; \$30,000; \$40,000; \$60,000

Total salaries: \$ 200,000

1% raise pool = \$ 2,000

Merit raise divided into two pools of \$1000 each

Person	Points	Percentage of total points	Amount	Person	Salary x points	Percentage of total points indexed to salary	Amount	Total
1	2.5	14%	\$140	1	\$100K	14%	\$140	\$280
2	4	23%	\$230	2	\$120K	17%	\$170	\$400
3	3	17%	\$170	3	\$ 90K	13%	\$130	\$300
4	4.5	26%	\$260	4	\$180K	26%	\$260	\$520
5	3.5	20%	\$200	5	\$210K	30%	\$300	\$500
TOTAL	17.5		\$1000		\$700K		\$1000	\$2000

Section 3. Market Adjustment

Compression/market adjustments for bargaining unit members will be determined by appropriate benchmarking within disciplines. The process proceeds as follows:

- A. The goal is to work from data including at least discipline, rank, special title or designation, years of service, gender and salary, which shall be collected each year from mutually agreed upon benchmark lists. The benchmark lists will be constructed by the joint Administration – Akron AAUP committee described below. The committee shall complete its work by May 1 of each year, and if not completed by that time then the status quo benchmark list regarding market adjustment shall be maintained.
- B. The market comparison categories shall be:
 - a. Non-Tenure Track Faculty
 - b. Assistant Professor
 - c. Associate Professor
 - d. Professor without special title
 - e. Professor with special title--distinguished professor or endowed professor
- C. Half of the amount of compression/market adjustment for each bargaining unit faculty member in the categories listed in Sub-section B, *supra*, shall be

$$a_i = \left(\frac{d_i}{\sum_{j=1}^N d_j} \right) \times A / 2$$

where

A is the total market adjustment pool
 d_i is the deficit for the Member in question
 d_j is the deficit for each Member
 N is the total number of Members for the purposes of this section; hence the summation in the formula above is the total deficit for all Members affected by this section

The deficit for each member is computed as the difference between the years of service adjusted average for that members discipline and category for the “benchmarking” schools above and the member’s salary. The years of service adjusted average is computed as the product of the average for that members discipline and category for the “benchmarking” schools and the years of service factor, $(1 + i)^{(n-M)}$, where n is the member’s years in rank and for 2020-2021, $i = 0.02$, and $M = 12$ for Professors, and the service factor is 1.0 for non-tenure track faculty, assistant professors, and associate professors, *i.e.*, i equals 0.00 for this rank. Only positive deficit values are used in the calculations for this section. The parameters i and M may be adjusted by the joint Administration – Akron AAUP committee described below.

In the case of faculty on overload, their salary shall be corrected to reflect a regular academic year load.

- D. Chairs/directors in consultation with at least 2 elected bargaining unit members of the department will determine the allocation of the other half based on the full history of documented performance of bargaining unit members at The University of Akron. Each allocation to the bargaining unit member shall be supported by written documentation of the basis and justification for the allocation based on a majority vote of the chair/director and elected bargaining unit members.
- E. A joint Administration – Akron AAUP committee with two members selected by the Provost and two members selected by the President of Akron-AAUP will: administer the technical details of the compression/market adjustments, devise a mutually acceptable way to carry out the calculations where strict application of this section is not possible due to limitations in the available data or other technical reasons, construct and amend the benchmark lists and adjust the years of service factor parameters based on a continuing review of the available data. This committee shall make decisions based on a simple majority vote and report its actions to the Provost and the President of Akron-AAUP respectively.

Section 4. Promotion Raises

A bargaining unit faculty member who is promoted in academic rank shall receive an increase to his or her annual base salary on the effective date of the promotion, as follows:

Promotion to associate professor of practice/instruction: the greater of ten percent (10%) or \$3,000.

Promotion to professor of practice/instruction: the greater of twelve percent (12%) or \$4,000.

Promotion to associate professor: the greater of ten percent (10%) or \$7,000.

Promotion to professor: the greater of twelve percent (12%) or \$10,000.

Section 5. Bonuses for Prestigious Awards

In the event a bargaining unit faculty member receives a national or international prestigious award as determined by the University, the bargaining unit member, as recommended by the President and approved by the Board, shall receive at least \$2,500 in the form of a lump sum payment to be paid within sixty (60) days after the date of receipt of the award.

Section 6. Adjustment to Salary Based on *Bona Fide* Offer, or other Special Cases.

The University of Akron has the right (but not the obligation) to make a positive salary adjustment for any bargaining unit faculty member who has been given a *bona fide* written offer of employment, in order to counter such offer and retain the bargaining unit faculty member to whom it has been made. The University shall inform the Akron-AAUP of any adjustment made pursuant to this section and shall provide the Akron-AAUP with a copy of the *bona fide* written offer within ten (10) working days of the bargaining unit member's acceptance of such adjustment. Adjustments made pursuant to this section shall not decrease the salary increases that might be available to other bargaining unit faculty as provided for in this Agreement, and shall be approved by the dean of the bargaining unit member's college and the Provost.

In special cases, the University reserves the right to adjust a member's salary beyond the negotiated levels to retain the member or for some other justifiable reason. Funds for such increases shall come from outside of those negotiated within this Agreement. When such an adjustment is deemed warranted by the Provost, the Provost or his/her designee will consult with the Akron-AAUP President or his/her designee and then provide a written justification for the proposed action if requested by the Akron-AAUP. A corresponding response will be provided promptly by the Akron-AAUP President, or his/her designee. The Provost will consider this response before any action is taken.

Section 7. Compensation for Additional Teaching

- A. It is understood by both parties to this agreement that the administration shall assign twenty-four (24) load hours to each bargaining unit faculty member each academic year, and that this assignment shall include one or more of the following types of activities: teaching, research, service, administrative. Similar to NTT faculty, tenure-track bargaining unit faculty members shall receive on or before the start of each academic year a written description of their teaching, administrative, service and research responsibilities for that academic year.
- B. In situations when assigned courses have enrollments larger than the norm in the discipline, Deans are authorized to adjust workload consistent with Section 9 of this Article.
- C. Additional teaching assignments may be offered to any bargaining unit faculty member at the University's discretion, consistent with the availability of courses and the needs of the academic unit. These additional teaching assignments may be during the Fall or Spring semesters, any of the Summer sessions, and any of the intersessions. In such situations, the regular duties and compensation of the bargaining unit faculty member remain unchanged, and additional pay is provided for additional teaching duties. Bargaining unit faculty may decline these additional assignments with no negative ramifications.
- D. Additional compensation shall not be provided for loads beyond twelve (12) load hours in a single semester that do not result in an academic year load above twenty- four (24) load hours provided said semester-semester imbalance does not exceed three (3) load hours.
- E. For the duration of this contract, additional teaching pay per credit hour shall be:

Rank	Summer 2021- Spring 2022	Summer 2022- Spring 2023	Summer 2023- Summer 2026
Asst. Prof. Practice/ Instruction	\$1525	\$1700	\$1800
Asst. Prof. (tenure track)	\$1800	\$1800	\$1800
Assoc. Prof. of Practice/Instruction	\$1650	\$1850	\$2050
Assoc. Prof. (tenure track)	\$2050	\$2050	\$2050
Prof. of Practice/ Instruction	\$1800	\$2150	\$2350
Prof. (tenure track)	\$2700	\$2550	\$2350

- F. The per credit hour rates in Section E apply to regularly scheduled classroom or field classes that meet minimum enrollment numbers of ten (10) for graduate courses and twelve (12) for undergraduate courses, except where mandatory external standards require specific, quantifiable maximum class sizes that are smaller than the class sizes indicated above, in which cases the minimum enrollment number shall follow those standards. In the event it is determined by the University to allow a course to run without meeting the minimum enrollment threshold, including summer independent studies, the bargaining unit faculty member shall be compensated on a *pro rata* basis. The faculty member's compensation for the course shall be based upon the number of students as of the day after the drop deadline. After this day, a one-time lump sum payment shall be processed.
- G. Each Dean shall develop a written policy for distribution of additional teaching load before any additional load is assigned.
- H. This section does not preclude summer compensation from grants, endowments, contracts, or for other non-teaching activities.

Section 8. Load credit not always equal to course credit

Assigned load hours may differ from course credit hours as determined by the University.

Section 9. Incentive Retirement Benefits.

In special cases, the University may grant retirement incentive benefits at any time outside the scope of the Article or in addition to the maximum annual University contribution. These benefits will be granted only upon the written agreement of the Bargaining Unit member, the Department Chair/School Director, the Dean, and the Provost. When such an arrangement is deemed warranted by the administration, the Provost or his/her designee will consult with the Akron-AAUP President or his/her designee and provide justification in writing if requested by the Akron-AAUP for the proposed action. A corresponding response will be provided promptly by the Akron-AAUP President or his/her designee. The Provost will consider this response before any action is taken.

Section 10. Distinguished Professor.

A bargaining unit faculty member who is awarded the title of Distinguished Professor shall receive a minimum compensatory award equal to the greater of of \$11,000 or 14% of the bargaining unit's member salary, whichever is greater and it shall be added to the base salary of the recipient.

ARTICLE 17 **BENEFITS**

Section 1. Insurance Benefits

A. Coverage

From January 1, 2021 through December 31, 2026, the University will provide bargaining unit faculty with medical and pharmacy benefit plans as set forth in Attachment #1. The other benefits provided to bargaining unit faculty (dental, vision, life, employee assistance and long- and short-term disability) will remain the same as described in Attachment #1. With respect to the summary description set out in Attachment #1, the actual Plan document is written in much more technical and precise language. If the non-technical language of the description in Attachment #1 and the technical language of the Plan document conflict, the language of the Plan document shall govern. To the extent either party seeks changes which are substantially equivalent substantively or seeks to change vendors, the parties shall negotiate these changes prior to implementation.

B. Health and Dental Employee Contributions for 2021 through 2026

From January 1, 2021 through December 31, 2026, the employee contribution percentages for the Gold Plan (PPO 85%) will be as follows:

	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6	Tier 7
Percent of Univ. Employees in Tier	7.5%	10%	20%	25%	20%	10%	7.5%
Percent of Premium	15%	17%	18%	19%	20%	21%	23%

The percentage of University employees in each tier will remain the same throughout the term of this Agreement, but the salary ranges corresponding to each tier will change each calendar year in reference to the salaries as of September 1 of the previous calendar year, e.g., the tiers for 2022 will be based on salaries in effect on September 1, 2021. The actual employee contribution amounts will change each calendar year based on the premium equivalency rates established.

From January 1, 2021 through December 31, 2026, the employee contribution percentage for coverage under the Blue Plan (PPO 75%) will be changed so that the University's portion of the premium equivalency rate is equal for the Gold and Blue Plans.

Employees will contribute 15% of the premium for their selected tier of dental coverage.

C. Initiation of Benefits Coverage

Newly hired bargaining unit faculty members and their eligible spouse and/or eligible dependents, as applicable, shall be entitled to the benefits provided in this section beginning the first day of the month following their date of hire.

D. Spousal Eligibility

Spouses with access to subsidized health coverage through their own place of employment, where the employer contributes at least 50% or more of the cost, are restricted to secondary University coverage allowance at full employee cost for the same.

E. Section 125 Plan – Flexible Spending Accounts

The University shall maintain substantially equivalent substantive Section 125 Plans for the duration of this Agreement, including flexible spending accounts (“FSAs”) for unreimbursed, out-of-pocket medical expenses (“Health FSA”) and work-related dependent care expenses (including day care and elder care) (“Dependent Care FSA”). The annual maximum contribution to an employee’s Flexible Spending Accounts shall be the maximum allowed under federal law.

1. Deadline to Use Dependent Care FSA Funds and Submit Dependent Care FSA Claims

For all plan years, Dependent Care FSAs funds for a plan year must be used by March 15th of the following year. Dependent Care FSAs have a run-out period of 90 days. This means that claims incurred before the plan year ends can be submitted until March 31st of the following year (March 30th in leap years).

2. Deadline to Use Health FSA Funds and Submit Health FSA Claims.

Health FSA funds must be used for expenses incurred within the calendar year, except that Health FSAs will allow for the carryover of \$500 unused funds remaining at the end of the prior plan year. Claims must be submitted by March 31st (March 30th in leap years) for expenses incurred in the calendar year.

Section 2. Leaves of Absence

A. Sick Leave

1. General policy

- a. The University shall provide paid sick leave to all bargaining unit faculty, as outlined below.
- b. Paid sick leave is defined as the authorized absence from duties for the following reasons:
 - (i) Personal illness, pregnancy, or injury (if the illness or injury is for more than five (5) days, Talent Development & Human Resources may require a physician's certificate).
 - (ii) Exposure to contagious disease which could be communicated to other members of the University community.
 - (iii) Illness or injury in the individual's immediate family (as defined below).
 - (iv) Death (to a maximum of five (5) days) in the individual's immediate family (as defined below).
 - (v) Medical, psychological, dental, or optical examination or treatment of the employee or a member of his or her immediate family (as defined below).

c. Definitions.

- (i) Immediate Family: The employee's immediate family is limited to the employee's current spouse, parents, children, dependent children, grandparents, siblings, grandchildren, current brother-in-law, current sister-in-law, current daughter-in-law, current son-in-law, current mother-in-law, current father-in-law, step-parents, step-children, step-siblings or a legal guardian or other person who under Ohio law is legally recognized to stand in the place of the parent.
- (ii) Pay Status: Active pay status means the conditions under which an employee is eligible to receive pay, and

includes, but is not limited to, vacation leave, sick leave, leave with pay, bereavement leave, court leave, professional development leave and administrative leave. No pay status means the conditions under which an employee is ineligible to receive pay, and includes, but is not limited to, leave without pay, leave of absence, and disability leave.

2. Accrual of sick leave credit

- a. Sick leave is accrued at the rate of ten (10) hours per month for all twelve (12) months of the year, or as otherwise provided by law.
- b. Only accrued sick leave hours can be requested for authorized paid absences.
- c. There is no accumulation of sick leave benefits while on leave of absence without compensation.
- d. Sick leave accrual shall accumulate without limit, from the date of hire.

3. Procedure governing utilization of sick leave

- a. Sick leave must be requested as far in advance when possible. If advance notice is not possible, then it must be requested by the employee or employee's legal representative by notifying the department head as soon as is practicable, presumably on or before the first day of absence, unless extenuating circumstance exist.
- b. The University reserves the right to require a physician's certification or other verification in all instances of paid sick leave, and also reserves the right to obtain a second certification from a physician of the University's choice, and at the University's expense. When such certification or verification is required, it shall be collected by Talent Development & Human Resources for audit and retention.
- c. For 12-month bargaining unit faculty, a continuous period of sick leave commences with the first (1st) day, or part of a day, of an absence and includes all subsequent days, or part of a day, except Saturdays, Sundays, and holidays observed by the University, until the employee returns to work. However, Saturdays, Sundays, and holidays shall be included in the

calculation of a continuous period of sick leave for those employees who may be scheduled to work on those days, provided, however, no more than five (5) sick days shall be counted in any period where an employee is continuously absent Monday through Sunday.

- d. For academic year (9-month) bargaining unit faculty, a continuous period of sick leave commences with the first (1st) day of an absence and includes all days classes are in session during the academic year or summer session except Saturdays, Sundays, and holidays observed by the University. However, Saturdays, Sundays, and holidays shall be included in the calculation of a continuous period of sick leave for those employees who may be scheduled to work on those days, provided, however, no more than five (5) sick days shall be counted in any period where an employee is continuously absent Monday through Sunday.
- e. Bargaining unit faculty shall comply with the sick leave reporting system by Talent Development & Human Resources.
- f. In all cases of leave for illness or injury, the University may require written certification by a physician attesting to an employee's fitness to return to work, and reserves the right to obtain a second (2nd) certification from a physician of the University's choice and at the University's expense.
- g. Paid sick leave will be charged when used.
- h. When sick leave is used, it will be deducted from the employee's accumulated total, one (1) hour for each hour thereof of absence.

4. Transfer of sick leave

A bargaining unit faulty member who transfers from one public agency to another, or who is reappointed or reinstated, or who transfers from one state department to another shall, upon reentering and submitting certified evidence of accumulated sick leave, be credited with the unused balance of accumulated sick leave, provided the time between separation and reappointment does not exceed ten (10) years. The words "public agency," as used above, include the state, counties, municipalities, and all boards of education within the state of Ohio. The amount of sick leave transferred to state service shall not be greater than the maximum

accumulation which would have been allowed if all public employment had been in the state service.

5. Payment of sick leave upon retirement

- a. Upon retiring from active service with the University after ten (10) or more years of service with the State or any of its political subdivisions, a bargaining unit faculty member may elect to be paid for one-fourth ($\frac{1}{4}$) of the accrued but unused sick leave credit up to a maximum of one-fourth ($\frac{1}{4}$) of one hundred twenty (120) days. This payment will be based upon the bargaining unit faculty member's rate of pay at the time of retirement. Upon accepting such payment, all sick leave credit accrued up to that time will be eliminated.
- b. Such payment will be made upon retirement in a lump sum in one (1) paycheck at the end of the month following the month in which the retirement is effective.

6. Any unexcused absence or failure to give proper notification may result in the absence being charged to leave without pay. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action up to and including dismissal. Subject to the Family and Medical Leave Act (FMLA), monthly or annual absences greater than the number of hours or days accrued may be considered excessive, except in instances due to extended illness or injury.

7. Vacation leave may not be converted to sick leave unless the employee or a member of the employee's immediate family is admitted to or treated in a hospital or is under the treatment of a licensed physician and is not released to work. Written verification is required. Only those hours/days medically certified may be converted to sick leave.

8. Sick leave shall not be paid upon the death of an active employee.

B. Vacation

1. Academic Year Bargaining Unit Faculty

Bargaining unit faculty on an academic year (9-month) appointment shall not be eligible for vacation. Such members shall be eligible for all academic recesses, breaks, and holidays as scheduled during the academic year.

2. 12-month Bargaining Unit Faculty

Bargaining unit faculty on a full time 12-month appointment (effective July 1) have twenty-two (22) working days (176 hours) of vacation as arranged with their dean or administrative supervisor.

Vacation is accrued at the rate of 1.833 days (14.67 hours) for each calendar month of active pay status, excluding leaves without compensation. Vacation days shall include Monday through Friday, exclusive of holidays.

Bargaining unit faculty are expected to use their accrued vacation annually. Any accrued and unused vacation leave credit for prior years, up to a maximum of forty-four (44) days (352 hours), may be carried forward to the following year. Any accrued and unused vacation in excess of forty-four (44) days (352 hours) shall be forfeited on June 30 of each year.

To minimize interruption of services, all vacation leave must be approved by the appropriate dean or administrative department director. The use of vacation leave may be authorized in advance of accrual upon approval of the appropriate dean or administrative department director, and with final approval of the President or appropriate vice president. Upon separation from service, the bargaining unit member's final pay check shall be reduced by the amount of used, but not accrued, vacation leave.

If a bargaining unit member's employment basis is changed from 12-month to 9-month, any accrued but unused vacation time shall be paid to the bargaining unit faculty member in a lump sum based on the 12-month rate of compensation on the effective date of the change up to a maximum of twenty-two (22) days.

Upon separation of service, payment for accrued and unused vacation leave shall be made to the bargaining unit faculty member in a lump sum based on the rate of compensation at separation for any accrued but unused vacation leave up to a maximum of twenty-two (22) days.

For purposes of calculating the lump-sum payment upon (1) 12-month to 9-month employment status change or (2) separation, twenty-two (22) working days shall be equal to one twelfth ($\frac{1}{12}$) of the annual salary of the bargaining unit member.

If a bargaining unit faculty member dies during active pay status, the accrued and unused vacation leave for the current year, plus any accrued and unused vacation leave shall be paid in accordance with

the Ohio Revised Code §2113.04 up to a maximum of twenty-two (22) days.

C. Family and Medical Leave

The Family and Medical Leave Act of 1993 ("FMLA") entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. In order to be eligible, bargaining unit faculty must have been employed by the University for at least twelve (12) months (this twelve month period need not be consecutive), and worked at least 1,250 hours (0.6 FTE) over the twelve (12) month period preceding the leave. Eligible employees under current law are entitled to:

1. Twelve workweeks of leave in a 12-month period for:
 - a. the birth of a child and to care for the newborn child within one year of birth;
 - b. the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
 - c. to care for the employee's spouse, child, or parent who has a serious health condition;
 - d. a serious health condition that makes the employee unable to perform the essential functions of his or her job;
 - e. any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" or
2. Twenty-six workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness if the eligible employee is the servicemember's spouse, son, daughter, parent, or next of kin (military caregiver leave).

The University is a covered employer under the FMLA and will provide unpaid leave to qualifying employees to the extent of and pursuant to FMLA and the Federal Regulations promulgated thereunder. Employees are directed to the Department of Labor, Wage and Hour Division website, currently found at <http://www.dol.gov/whd/fmla/>, to determine eligibility for FMLA leave as well as for an explanation of the rights and responsibilities of both employees and employers under the FMLA including notice requirements, certification by a health care provider and other important information. Additional information about the FMLA is found in Attachment #3 to this Agreement. For further questions or information about the FMLA, please contact the Talent Development & Human Resources Department.

Application for FMLA Leave is made to Talent Development & Human Resources which will make the determinations regarding approval.

A "rolling" twelve (12) -month period measured retrospectively from the date a Member uses any FMLA leave shall be used to determine the eligibility to use FMLA leave in the proceeding (12) –month period.

Paid vacation leave (with supervisor approval) or sick leave may, at the employee's option, be substituted for unpaid leave.

Group health benefits will be continued for the duration of a FMLA leave, provided however, that the employee continues to timely pay his or her contribution to premium.

When intermittent or reduced work schedule leave is foreseeable due to planned medical treatment, the bargaining unit member must make reasonable efforts to schedule the treatment so as not to unduly disrupt the University's operation and the University may temporarily transfer the member to an alternative position for which the member is qualified, if it better accommodates these recurring periods of leave.

Nothing in this section shall be deemed to create any additional benefits, rights, or entitlements to bargaining unit members beyond those provided by the provisions of the FMLA, the Regulations or applicable law of the state of Ohio, except in the situation addressed in the paragraph below.

In the event that a bargaining unit faculty member has been on family and medical leave and the University obtained a replacement, and if, when the family and medical leave concludes, there are fewer than thirty (30) calendar days remaining in the semester, the bargaining unit faculty member may take an unpaid leave for the remainder of that semester. In that case, all benefits shall continue, provided that the individual continues to timely pay the employee contribution(s). For the purpose of implementing this FMLA policy, the definitions and provisions of the FMLA in effect at that time shall be followed when necessary to ensure compliance with the law.

D. Court Leave

1. Except as otherwise provided by law, employees will be granted leave with pay if:
 - a. Summoned for jury duty by a court of competent jurisdiction;
 - b. Subpoenaed to appear before any court, commission, board or other legally constituted body authorized by the law to

compel the attendance of witnesses, where the employee is not a party to the action; or

- c. Participating in any action, as an appellant or subpoenaed witness, before the State Personnel Board of Review (SPBR) and is in active pay status at the time of scheduled hearing before the SPBR.

When utilizing court leave, a copy of the summons or subpoena must be forwarded to Talent Development & Human Resources for retention in the employee's personnel file.

- 2. An employee who is appearing before a court or other legally constituted body in a matter in which the employee is a party, such as but not limited to a plaintiff or defendant, may be granted vacation time or leave of absence without pay. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce or custody proceedings, or appearing as directed as a parent or guardian of a juvenile.
- 3. Proof of appearance will be required.
- 4. Any compensation or reimbursement for jury duty or for court attendance compelled by subpoena, when such duty is performed during an employee's normal working hours, and for which the employee was paid by the University, shall be remitted by the University employee to the payroll office.

E. Disability Leave

A disability leave is defined as an unpaid leave granted or required by the University for medical reasons after the bargaining unit faculty member has exhausted all accrued sick leave. The bargaining unit faculty member must exhaust all paid leave before going on unpaid disability leave. A bargaining unit faculty member whose absence due to illness or injury exceeds all paid leave may be granted disability leave for up to six (6) months and may be extended by increments of up to six (6) months for a total of one (1) year. During the period of disability leave, the University will not pay salary or wages nor contribute toward retirement benefits nor provide for the accumulation of sick leave or vacation leave, but will provide all other employment benefits that the employee elects during an enrollment period, or subsequent qualifying event, subject to the applicable employee's timely contributions in providing the same.

A bargaining unit faculty member shall receive and otherwise participate in all employment benefits except retirement while on unpaid disability leave. Upon return from disability leave, the bargaining unit faculty member will be

reinstated to his or her position or a comparable position (with the same tenure status and rank) with equivalent pay and benefits, including any increases of salary not related to merit and comprehensive changes in benefits.

F. Military Leave

The University will comply with all current state and federal laws regarding bargaining unit faculty who either enlist or are drafted into the uniformed or Armed Forces of the United States. Certain of those provisions, include 38 U.S.C. Chapter 43, O.R.C. §§ 5903.01-5903.02, 5923.05 and O.A.C. 123:1-34-01-05, and provide in part as follows.

1. A bargaining unit faculty member who performs reserve duty is entitled to leave of absence from the member's positions without loss of pay for the time the member is performing service in the uniformed services, for periods of up to one (1) month, and thereafter if called to active duty will be paid each month an amount that equals the difference between the member's gross monthly wage or salary as a University employee and the sum of the member's gross uniformed pay and allowances received for that service.
2. A bargaining unit faculty member who is called to active duty or active duty training in the uniformed or Armed Services shall have the right to continue all or part of existing health and dental insurance benefits (including dependent coverage) on the same terms as if the bargaining unit faculty member were working fulltime in the bargaining unit. In addition, such activation shall be considered a "qualifying event" for purposes of being able to modify benefits coverage.

G. Parental Leave

Parental leave is available to all bargaining unit faculty members who become parents or legal guardians as the result of the birth of a child or the placement of a child for adoption or foster care ("Parental Leave Event"). Parental leave is a contractual benefit separate from and complementary to FMLA leave and sick leave.

A bargaining unit faculty member who experiences a Parental Leave Event is granted twenty (20) working days of paid parental leave which will not be taken from sick days, but which will run concurrently with any available FMLA leave. Parental leave may be used at any time, so long as it is used within 180 days of the Parental Leave Event.

Application for parental leave shall be made to Human Resources as far in advance as practicable. The only certification that may be required is the occurrence of a Parental Leave Event within the applicable time period.

H. Birthing Leave

Upon delivery, a pregnant bargaining unit faculty member who is on active pay status shall, in the ordinary course of recovering from either a vaginal birth without complication, be entitled to use up to six (6) weeks of paid sick leave, or if a vaginal birth with complication as verified by a physician or cesarean birth, be entitled to use up to eight (8) weeks of paid sick leave, as long as the employee has accrued the requisite amount of sick leave, and if less, then shall be entitled to use such lesser amount. In any event, the use of such sick leave shall be at the employee's option to use however much sick time as the employee deems appropriate. If, upon delivery of the child, the employee is not in pay status, but becomes in pay status within six (6) weeks, in the case of a vaginal birth without complication, or eight (8) weeks, in the case of a vaginal birth with complication as verified by a physician or cesarean birth, the employee shall be entitled to use accrued paid sick leave upon being in pay status for the remainder of the six (6) or eight (8) week period, as applicable. In addition to the paid birthing leave, such bargaining unit faculty member who thereafter is physically unable to perform her duties may elect paid sick leave on the same terms that sick leave is available for any other illness, injury, or disability.

In addition, the employee is entitled to FMLA leave if a pre- or post- delivery bargaining unit faculty member wishes to be absent from work for a period of time longer than the period of actual physical disability (see Family and Medical Leave subsection C, above).

Use of Birthing Leave shall run concurrently with any available FMLA leave.

I. Responsibility of the University to find replacement

When a bargaining unit faculty member is to be out on leave such that a replacement is needed, it shall be the responsibility of the University to find and make arrangements for the replacement.

J. Special or Emergency Leave

The University may grant special or emergency leaves for purposes, time periods, and under circumstances other than those described in other provisions of this Agreement. Such leaves may be requested by a bargaining unit faculty member and granted if supported by the department or unit head, dean, and Provost and approved by the Board. The terms and conditions of such leaves shall be mutually approved by the bargaining unit faculty member and the University.

Section 3. Child Day Care

Bargaining unit faculty covered by this agreement may be provided Full-Day Pre-School, Toddler Full-Day and/or Hourly/Flextime Pre-School services at the University's Center for Child Development as long as the University maintains the program, and at tuition rates equal to the University's cost for the same. This benefit can be provided only as space is available and on a first come basis.

Bargaining unit faculty utilizing the Center's services shall be responsible for all other fees as incurred.

Section 4. Retirement Plans

- A. State Teachers Retirement System of Ohio. All bargaining unit members covered by this Agreement shall have the option based on their date of hire and eligibility as determined by State Teacher's Retirement System (STRS) to participate in one of STRS's plans – currently a defined benefit plan, a defined contribution plan or a combination plan. Employee and employer rates of contribution to the plan are set by the STRS Board.
- B. Alternative Retirement Plan (ARP). The University shall continue to offer the Alternative Retirement Plan (ARP) implemented March 1, 1999, to bargaining unit members who are eligible under state law to participate in such a plan. The terms of this defined contribution plan are currently spelled out in a plan document approved by the Ohio Attorney General.
- C. Tax-Sheltered Annuities - Section 403 (b). Bargaining unit members covered by this Agreement shall have the option to purchase through payroll deduction supplemental retirement benefits through a Tax-Sheltered Annuity (TSA) program as authorized by Section 403 (b) of the Internal Revenue Code. A Roth 403(b) option will be made available January 1, 2011.
- D. Deferred Compensation / Section 457 Plan -. Bargaining unit members covered by this Agreement shall have the option to participate through payroll deduction in deferred compensation / Section 457 plans offered by annuity providers.

Section 5. Tuition & Fee Reduction

- A. The University has created, as an exclusive benefit for its employees, an educational assistance program. The University intends to provide this educational assistance program to exclude all assistance provided from an

employee's income to the extent allowable under Internal Revenue Code Section 127 as amended. This educational assistance program is only available to University employees taking courses at the University of Akron. Bargaining Unit Faculty are eligible for this benefit as of the first day of the first semester of their employment. This program does not apply to graduate assistants who may otherwise qualify for tax exemption of fee reduction under a separate University program.

B. Fee reductions for bargaining unit faculty pursuant to Internal Revenue Code Section 127, as amended, include:

1. Credit courses

Any University bargaining unit faculty member shall be permitted to take two (2) credit bearing courses or six (6) credit hours, whichever is greater, each semester, free of all charges, excluding late fees and including instructional and general fees, graduate level, laboratory, or other fees associated with these courses. Unused portions of these reductions are not cumulative.

Any bargaining unit faculty member shall be permitted to take a total of four (4) credit bearing courses or twelve (12) credit hours, whichever is greater, during the summer semester. The credit courses may be taken in any of the summer sessions comprising the summer semester. However, the aggregate of courses will not exceed four (4) credit bearing courses which will be free of all charges, excluding late fees and including instructional and general fees, graduate level, laboratory, or other fees associated with these courses. Unused portions of these reductions are not cumulative.

2. Non-credit courses

Any bargaining unit faculty member shall be permitted to take two (2) non-credit courses per semester (i.e., combined summer, fall, spring), which shall not affect his or her eligibility for credit bearing course fee reduction enrollment.

Some courses are not available for non-credit course fee reduction (AutoCAD, "Microsoft NT," polymer science courses, etc.). A list of such courses will be maintained by the division of workforce development and continuing education.

All individuals using fee reduction for non-credit courses will be placed on a waiting list in the division of workforce development and continuing education (with a University designation assigned) on a first-come, first served basis, until class meets minimum paying

enrollment. These individuals will pay such costs as materials, supplies, lab fees, etc.

C. Tuition waivers for bargaining unit faculty spouses, and dependents

Tuition waivers for the instructional fees, or an amount equivalent to the graduate level credit fees for Ohio residents, or an amount equivalent to the School of Law credit hour fees for Ohio residents shall be deducted from total fee charges for the following groups (general fees, course fees, and other special fees are not included in this benefit):

1. Spouses and dependents (as "dependents" are defined by current rules and dependency tests of the IRS) of bargaining unit faculty.
2. Spouses of all bargaining unit faculty while one (1) or both are in the service of the University. Spouses of bargaining unit faculty who are also employees may elect to receive fee reductions as either an employee or a spouse.
3. Spouses and "dependents" of deceased bargaining unit faculty who were serving the University at the time of death.
4. Spouses and "dependents" of all retired full-time University faculty.
5. For purposes of fee reductions, "spouses" refer to individuals who have contracted the legal status of a marital relationship through religious or civil solemnized marriages and complied with all the statutory requirements pursuant to applicable law; and shall not include common law marriages which may be otherwise recognized under Ohio law or other relationships between persons not legally capable of making a marriage contract under Ohio law.
6. Fee reductions may be taxable income to the bargaining unit member.

D. General provisions regarding tuition waivers and fee reduction benefits

1. No reductions of residence hall room and board fees shall be granted to any person except members of the resident advisory staff.
2. The requirements of residence in Ohio for one (1) year before the first (1st) day of any term or semester to be exempt from nonresident tuition

charges shall be waived for employees who are entitled to the fee reduction.

3. Eligibility for fee reductions for employees or relatives is determined by employment status on the first (1st) day of the course.
4. An individual may receive fee reductions under only one (1) eligibility category (e.g., as a bargaining unit member or other eligible University employee, a spouse or a dependent) during any one (1) academic period. For example, a bargaining unit member who is also the spouse of a bargaining unit member may only receive fee reductions as either a bargaining unit member or a spouse and may not combine the reduction allotments.
5. Eligibility for other authorized fee credits is determined independently from the individual's status as a University employee or dependent. Thus, other authorized fee credits from other entities may be received in the same semester as the University's fee reduction.
6. Bargaining unit employees with nine (9) month appointments are eligible for fee reductions for themselves and/or their spouse /dependents during the summer if reappointed for the following academic year.
7. University-funded scholarship awards awarded to students who are also receiving a fee reduction as a spouse/dependent of a bargaining unit faculty member can be applied to other educational expenses on that student's account, including, but not limited to: on-campus housing, board, and fees. However, no refunds will be issued where University undergraduate scholarship awards exceed the undergraduate student's expenses for tuition, fees, and on-campus housing and board as reflected on the student's bill.

Section 6. Other Benefits

During the term of this Agreement, all bargaining unit faculty covered by this Agreement shall receive:

- A. University faculty identification card
- B. Extended circulation period and other instructional support services in the University Libraries
- C. Half (½) price admission to all University athletic events and special rates for cultural events

- D. Use of the Student Recreation and Wellness Center at the same charge as other employees,
- E. University discounts on merchandise purchased through the University bookstore, provided said discounts are made available by the provider,
- F. University discounts on merchandise purchased through Computer Solutions, provided said discounts are made available by the provider,
- G. For bargaining unit faculty with an academic year appointment, the option to elect to be paid on a nine (9) or twelve (12) month basis, but group insurance contributions will be made on a nine (9) month basis,
- H. Free notary public service.

Section 7. Parking

Parking will be provided on the same basis as it is provided to all other University employees.

Section 8. Retiree Benefits

With regard to bargaining unit members who retire during the term of this Agreement, the *status quo* shall be maintained in connection with the following benefits that are provided to retirees:

Faculty identification card, tuition and fee reduction, discounts applicable to athletic events, discounts applicable to merchandise purchased through the University bookstore (provided discounts are made available by the provider), use of recreational facilities, notary public service, library and Emeritus study room use, submission of externally funded grant/contract proposals, fifty percent (50%) reduction in current parking fees paid by fulltime faculty, and access to University computer network and information services.

ARTICLE 18 **PROFESSIONAL DEVELOPMENT**

Section 1. Purpose

The University is committed to the development of an academic community recognized for its achievement in contributing, transmitting and using knowledge and ideas. An essential means for the faculty periodically to enhance competence and widen professional activity is the Professional Development Leave (PDL) Program. The major purpose of this program is to promote the professional growth and new or renewed intellectual achievement of faculty. The intended outcome of a PDL is to increase individual effectiveness or produce academically or socially useful results. A PDL may

entail specialized scholarly activity or be designed to provide broad cultural experience and enlarged perspective.

Section 2. Eligibility

- A. Any bargaining unit faculty member (tenure-track, tenured or non-tenure track) with at least seven (7) academic years of teaching service at the University, which may include periods of paid leaves of absence or temporary administrative duties (for example, chair or interim chair), may be granted a PDL for a period of not more than one (1) academic year to engage in further education, research, or any other activity approved by the Board. Additionally:
- B. If the faculty member shows that the project is better served by dividing the PDL over two (2) academic years, the split leave may be permitted at the discretion of the President and the Board provided that such an understanding is reached before the leave is approved.
- C. A PDL shall not be granted for the sole purpose of becoming self-employed or obtaining employment elsewhere. However, a PDL may be granted to acquire an advanced degree so long as pursuing the same is in the mutual interest of the University and the bargaining unit member.
- D. A faculty member may be considered for an off-cycle PDL under the following conditions:
 - 1. The faculty member must inform the academic unit chair/director of their intention to apply for funding that might be used to fund an off-cycle PDL, and must keep the chair/director apprised of the status of the funding opportunity.
 - 2. The faculty member must have completed at least six (6) semesters (three (3) academic years) of teaching service since a previous PDL before applying for an off-cycle PDL.
 - 3. The external funding opportunity must provide funding for the faculty member's salary for the duration of the off-cycle PDL. The University shall give consideration to providing partial support to supplement that funding if it is not sufficient to meet the faculty member's base salary for the duration of the off-cycle PDL.
 - 4. In the case of a negative recommendation, the Provost or the Provost's designee shall provide the applicant with a written rationale for the denial. A negative recommendation is not grievable.

- E. A faculty member who has completed a PDL must complete another six (6) years of paid status at the University before becoming eligible for a PDL. Application for a subsequent PDL may be made after the completion of ten (10) semesters (5 academic years) of paid status at the University, with said PDL not to begin before the completion of twelve (12) semesters (6 academic years) of service at the University.
- F. Professional leave taken as part of the faculty development program shall not be deemed to be in lieu of ongoing commitments in connection with a specific research, scholarly or creative program.

Section 3. Compensation

Compensation and other benefits paid to full-time faculty who are on professional leave will be handled as follows:

- A. The University shall pay the faculty member for or during a period of professional leave a salary not to exceed the amount that would have been paid to said faculty member for the performance of regular duties during the period of the leave. A faculty member shall receive not less than full pay for one (1) semester of PDL. If the PDL is for two (2) semesters, the faculty member will receive one half ($\frac{1}{2}$) compensation for the two (2) semesters. The salary paid for such leave may not be suitable for inclusion in a final average salary for retirement purposes, as determined by STRS.
- B. No faculty member shall, by virtue of being on professional leave, suffer a reduction or termination of regular employee retirement or insurance benefits or of any other benefit or privilege received as a faculty member at the University. Whenever such a benefit would be reduced because of a reduction in the faculty member's salary during the PDL, the faculty member shall be given a chance to have the benefit increased to its normal level.
- C. A person granted leave under the faculty development program will be considered as providing full-time service to the University during that period, and the University shall not pay any additional stipend or other compensation during such period of leave. Leaves may include funding by third (3rd) parties. Outside employment shall be governed by Article 24, Professional Activities Outside the University. However, no outside employment, not otherwise previously approved, whether for compensation or otherwise, shall be performed without the prior written approval of the dean and the Provost. The salary received from the University will be subject to retirement deduction and other appropriate tax deductions.

Section 4. Application Contents

The PDL application must contain the following information:

- A. A non-technical abstract (cannot exceed one (1) page);
- B. A statement of the proposed activities, including a summary of the plan of action and its significance (cannot exceed three (3) pages);
- C. A statement of any additional financial subsidy (ie, external funding) associated with the application (cannot exceed one (1) page);
- D. A statement of how the proposed activities relate to the applicant's current fields of expertise: are the proposed activities an extension of current activities, are they new, etc (cannot exceed one (1) page);
- E. A statement of the expected results and the impact (cannot exceed two (2) pages); expected results may include, for example, publications, presentations, or curriculum development; impact may include, for example, increasing individual effectiveness, or producing academically or socially useful results;
- F. A statement on the feasibility of the proposed activities (cannot exceed one (1) page);
- G. A two (2) page Curriculum Vitae.

Section 5. Application Criteria

- A. A PDL application must meet the following criteria:
 - 1. The application outlines a specific plan indicating the PDL will increase the faculty member's effectiveness;
 - 2. The application demonstrates a strong potential for success;
 - 3. The PDL activities will to lead to deliverables (for example, book contracts, publications, reports, grants, and/or creative accomplishments);
 - 4. The applicant's vita demonstrates a history of scholarly/creative productivity;
 - 5. The project has anticipated benefits to the University;
 - 6. When applicable, the faculty member demonstrates success from earlier PDL's.

- B. Preference should be given to applications that involve one or more of the following:
 - 1. Work at other institutions or sites in order to enhance research, scholarship, creative accomplishment and/or pedagogy;
 - 2. Collaboration with scholars at other institutions or sites;
 - 3. Projects that lead to proposals for external funding;
 - 4. Projects that cannot be completed without the PDL.

Section 6. Procedures

The following procedures shall be followed for the submission and review of PDL proposals.

- A. It is possible for more than one (1) PDL to be granted within an academic unit in any semester or academic year. Bargaining unit faculty intending to apply for a PDL are encouraged to discuss scheduling options with the academic unit chair/director and other faculty in order to minimize the potential impact of multiple PDLs on the academic unit.
- B. Applications shall be submitted to the academic unit chair/director before October 1 of the academic year preceding the professional leave, unless there is a compelling reason to modify the deadline.
- C. The academic unit chair/director shall review each application submitted within the academic unit, and make a recommendation based on the Application Criteria above, and the benefit to the applicant and the academic unit. The recommendation, positive or negative, shall then be forwarded to the dean by October 8.

The academic unit chair/director shall provide each applicant with a written copy of the recommendation. If an application is not recommended for approval, an explicit rationale must be included.

- D. The dean shall review each application submitted within the college and make a recommendation, positive or negative, based on the Application Criteria above and the staffing needs of the college. The dean shall provide each applicant with a written copy of the recommendation. If an application is not recommended for approval, an explicit rationale must be included. The determination shall be forwarded to the Provost by November 8.

E. PDL Joint Review Committee

1. The PDL Joint Review Committee shall be composed of two (2) representatives chosen by the Provost, and two (2) representatives appointed by the Akron-AAUP.
2. The Committee shall review all applications after they have been submitted to the Provost, and make a recommendation, positive or negative, on each application. The Committee should, whenever possible, complete its work by December 1
3. In making the final decision on approval of applications, the Provost shall take into account the recommendations of the academic unit chair/director, the dean, and the PDL Joint Review Committee.

- F. The Provost shall approve or deny each application based on the previous recommendations and the Application Criteria above by December 8, whenever possible.

Section 7. Faculty Commitment

Faculty members are expected to return to the University for at least one (1) academic year after completion of their professional development leave, unless the faculty member dies or becomes disabled. Within one (1) month of the completion of the professional leave, the faculty member shall submit to the Provost a report detailing the accomplishments of the faculty member under this professional development program and the faculty member's compliance with the terms of the faculty development leave program. Upon receipt of the report by the Provost, the faculty member shall be entitled to participate in any salary increase for which the faculty member may be eligible during the term of any professional development leave on the same basis as any faculty member who did not participate in a professional development leave.

While on professional development leave, faculty members shall not be eligible to serve on any university, college or departmental committees, with the exception of thesis and dissertation committees.

Every PDL recipient is required to make a public presentation of their work in the academic year following the PDL. Each college shall develop a forum for PDL recipients to make these public presentations.

Section 8. University Commitment

The University shall continue its commitment to support research, teaching and instructional improvement/enhancement activities. This commitment shall be demonstrated in part by making a good faith effort to approve as many recommended proposals as is feasible, based on academic and economic considerations. All

recommended proposals that are not able to be funded shall receive the highest priority for approval if resubmitted in the following year.

ARTICLE 19

INTELLECTUAL PROPERTY

Section 1. University research, copyright, and patent policy

- A. It is the policy of the University, with reference to all creative endeavors of its bargaining unit faculty, conducted on University time or with its facilities, to recognize the interests of the University, the bargaining unit member, sponsor, and other cooperating or participating agencies. However, the University reserves the right to recognize and administer such interests and equities of the participating parties consistent with the public interest as determined by its Board from time to time provided, however, that provisions herein with respect to individual bargaining unit member's rights shall not be altered.
1. In accordance with the custom established in institutions of higher learning, copyright ownership of textbooks and manuscripts and royalties resulting therefrom belong to the author(s) thereof except when the textbook or manuscript is prepared as an assigned project; in which case it is the property of the University and shall be assigned to the University by its author(s). Bargaining unit faculty shall use the following notice when displaying University-owned copyrighted material: "Copyright © (year), The University of Akron, Ohio. All rights reserved."
 2. The University encourages the publication of scholarly works including the results obtained through research and scientific investigation approved, sponsored or conducted as a University project, as well as graduate and undergraduate theses. The University may require that such publications be withheld for a limited period of time to permit the preparation and filing of patent applications or such other activities as may be necessary to protect intellectual property contained in such results, and to otherwise meet applicable government and sponsor contractual obligations.
 3. The following general conditions and restrictions will be observed for the best interests of all parties concerned:
 - a. Research will be the type of work that will enhance the reputation of the University as a seat of higher learning.
 - b. Research will be restricted to the type of work for which the University can provide adequate staff and facilities.

- c. No extra compensation will be paid any bargaining unit faculty member for participating in sponsored and contract research during the academic year; however, participation in research during the summer months will be paid for at the same salary rate received by a bargaining unit faculty member during the academic year.
- d. The University will not pay salary or wages for work done by a candidate for academic credit leading to a degree; however, students pursuing degree programs may receive University awards, assistantships, stipends, scholarships or fellowships.

4. Contract research

- a. The Director of Research Services and sponsored programs shall coordinate all contract research.
- b. Bargaining unit faculty who wish to pursue specific projects shall consult the director and the approach to the sponsor shall be made by the director or by the director's designee.
- c. All contracts shall be approved by the President or the University's chief research officer before any work thereunder is begun or any commitments are made.
- d. A bargaining unit faculty member shall have the right to accept or decline participation in any contract research made available.
- e. A plan for graduate assistantships should be put into effect to facilitate contract research whenever such research becomes available.

5. Patent rights and licensing procedure

- a. The Board seeks to stimulate innovative research and to encourage the development and utilization of the discoveries and inventions of research at the University in a manner consistent with the public interest. The Board believes it should make the results of its research available to industry and the public on a reasonable and effective basis.
- b. In compliance with the Ohio Revised Code §3345.14, the Board retains authority, for setting policy in the matter of rights to intellectual property including discoveries, inventions,

patents and copyrights which result from research or investigation conducted in any laboratory or research facility of the University, and no bargaining unit faculty member shall have any rights to or interests in such discoveries or inventions except as set forth herein.

- c. It is the policy of the Board that intellectual property rights belong to the University unless otherwise expressly approved by the Board and stipulated in a written agreement to which the Vice President for Research, or President is a signatory. In the instance of research developed with the support of funding from governmental agencies, the regulations of such funding agencies may take precedence to this policy and Article.
- d. The University will prosecute applications only for those patents that appear to be of potential economic benefit to the University. Within one (1) year following the submission of a written disclosure of invention, should the University elect not to pursue commercialization, the University will surrender its claim to ownership, in the absence of contractual commitments to the contrary, and will allow the inventor(s) to undertake prosecution for patent protection at their own expense. In the absence of any positive action either by the University or the inventor toward commercialization, the Board recognizes a value in such discoveries becoming public domain.
- e. The University is concerned with safeguarding the public interest as well as rewarding the initiative of researchers. In the spirit of public service, the University shall seek aggressively to bring those designs, processes, and products for which it holds patents or rights of ownership into highest public use. Such negotiations, on a "best efforts" basis, may involve granting of exclusive licenses.
- f. In the course of licensing agreements or sale of rights to manufacturers or others, fees and royalties may accrue. From the gross funds received with regard to any intellectual property held solely by the University, the University will be reimbursed its out-of-pocket costs incurred as of the date of receipt of such funds in obtaining, maintaining, enforcing and licensing the intellectual property. Thereafter, forty percent (40%) of the net remaining funds will be distributed to the inventors in recognition of and reward for initiative. An additional ten percent (10%) of net funds will be placed in an

account to support the inventor's ongoing University research, five percent (5%) of net funds will be placed in an account to be used for college purposes by the dean(s) of the college(s) in which the inventor(s) has(have) primary appointment, five percent (5%) of net funds will be placed in an account to be used for departmental purposes by the chair(s) of the department(s) in which the inventor(s) has(have) primary appointment and the balance of net funds will accrue to the University.

- g. Stipulations of P.L. 96-517 may take precedence over any other terms of agreement negotiated by the University in matters of patenting and technology transfer.
- h. Intellectual property resulting from federally sponsored research is disposed of in accordance with the terms of the applicable agency.
- i. Intellectual property resulting from research sponsored by industry or other non-governmental sources of support, other than the University itself, is disposed of in accordance with contract terms negotiated between the University and the sponsor, and approved by both parties. In such negotiations the University may agree to a non-exclusive royalty bearing license; a license of limited exclusivity which is royalty bearing; an exclusive, royalty bearing license for the life of the patent, a one-time payment for the entire technology; or any other mutually acceptable consideration. Acceptable contract terms will depend upon such factors as the initial amount of research support, financial expenditures for further development, costs of patent acquisition, duration of exclusivity, period likely needed for market development, or other pertinent factors.
- j. The amount of royalty shall be based upon arms length negotiation within percentage ranges common to the particular technology and the applicable industry. The potential market, potential profit, and the amount of investment needed for development, as well as other factors should be considered in establishing a royalty. The royalty should be based upon an easily audited item, such as "net sales."
- k. The University has an equity interest in any invention or discovery of its bargaining unit faculty resulting from research that involves a non-*de minimus* use of funds, space, or

facilities administered by the University. The University seeks to stimulate innovative research and to encourage the development and utilization of the discoveries and inventions of its research in a manner consistent with the public interest. The University believes it should make inventions resulting from its research available to industry or the public on a reasonable and effective basis. In this regard, the University actively seeks licensing of its patented technology on the best available terms, subject to the following conditions:

- (i) The University should not be expected to expend additional funds to improve the viability of the patent.
 - (ii) The stipulations of P.L. 96-517 relative to terms of exclusivity, etc., become effective if any federal funds have supported research leading to the invention.
 - (iii) The potential licensee should provide sufficient credentials of financial and marketing capability for University review.
 - (iv) Any agreement should include, as applicable, a royalty fee schedule, term and termination, considerations of "due diligence" provisions which establish levels of expectation and performance of the licensee, and provision for possible license renewal.
- I. The University should retain for itself and, whenever possible, for other public or private institutions, the free right to use non-confidential technology for research and education.
- m. All matters relating to discoveries, inventions, patents or technology transfer in which the University is in any way concerned are administered by the office of the Vice President for Research. Except with respect to agreements involving the waiver or transfer of ownership of intellectual property as provided by this Article, the President or the Vice President for Research shall have authority to execute any agreements, grants, or contracts involving discoveries, inventions, patent rights or technology transfer to the public or industry to the extent that such agreements conform to these regulations. Prior approval of the Board shall not be required with respect to the transfer of intellectual property resulting from research sponsored by governmental agencies that is disposed of in accord with the terms of the applicable agency. At each regular meeting of the Board, the Vice President for Research

shall provide an executive summary to the Board of those agreements negotiated and executed involving licensing of rights or transfer of technology.

- n. Any variance to this policy must receive prior approval of the Board before any commitments, grants, or contracts are made.

6. Use of the name of the University

- a. In soliciting consulting work outside the University, the bargaining unit faculty member may only mention that the bargaining unit faculty member is a member of the University faculty. The University's name shall not be used in advertising.
- b. The name of the University may be used in research reports, books and papers for publication and otherwise as may be set forth in the applicable research contract or as approved by the Board, the President or the Vice President for Research.

7. Waiver of rights in intellectual property

Upon written recommendation of the applicable chair/institute director and dean, and written approval of the University's chief research officer and the President, University center managers are authorized to execute experimental/technical service agreements, and the Associate Vice President for Research and Director and Associate Director of the Office of Research Services and Sponsored Programs are authorized to execute materials and information testing agreements, that waive University rights in intellectual property and related patents and copyrights under the following guidelines:

- a. It is reasonably demonstrated that:
 - (i) Well established and accepted technical procedures, e.g. "ASTM" methodology, are expected to be used in conducting client's project, or all work is expected to be directed by client company personnel with the only intellectual input expected of center personnel or University students to be at a level that would not support a patent; and
 - (ii) There has not been, nor is there expected to be any development of new materials, processing methods, or

reduction to practice of ideas and methodology resulting from significant intellectual input by University personnel in connection with the project.

- b. The principal bargaining unit faculty member has the respective dean verify and certify in writing that there has not been and is to be no input from anyone (e.g., University faculty) other than center personnel or University students, as the case may be, and the client. If there is, in fact, such input, then any such waiver shall be ineffective as to intellectual property rights attributable to said input, and all intellectual property rights will be retained by the University.
- c. Execution of such agreements shall be on forms drafted or approved by the Office of General Counsel for that purpose, which forms cannot be modified whatsoever without the prior written approval of the Vice President for Research and the Office of General Counsel.

8. Guidelines for use of University research and service centers for economic development

- a. University research and service centers may expend funds and utilize lands, facilities, equipment, and the services of employees and students to benefit the people of the state of Ohio by creating or preserving jobs and employment opportunities or improving the economic development and welfare of the people of the state when all of the following factors are present:
 - (i) There is reasonable assurance that the proposed use and/or activity would not interfere with or compromise the University's academic and research mission.
 - (ii) There is reasonable assurance that the proposed use and/or activity would not unfairly interfere with, displace or compete with any existing private or public entity's performance of the same or similar activity.
 - (iii) There is reasonable assurance that the proposed activity would result in revenues to the University which shall at least be sufficient to recoup any direct expenses to the University. Depending upon the extent of use and/or activity, as determined by the Controller of the University, the revenues established for any use and/or activity may include a factor to

recover all or a portion of the University's actual or potential indirect costs, including but not limited to any unrelated business income tax liability.

- (iv) There is reasonable assurance that the activity to be undertaken will allow public or private entities or enterprises the opportunity to compete more effectively in the marketplace and/or fulfill needs that are being inadequately met by the private market.
 - (v) There is a reasonable assurance that the proposed use and/or activity is incidental to a viable academic program. All such use and/or activity shall contain substantial and appropriate academic content consistent with the University's academic and research mission.
 - (vi) All contracts regarding the proposed activity must receive prior written approval as to legal form and sufficiency by the Office of General Counsel. All such contracts shall contain provisions for liability insurance naming the University as an insured, indemnity by the agency or person seeking the research or service, or some other measure reasonably appropriate to minimize any University liability. Center managers shall forward these agreements, after respective decanal approval and legal review, to the Associate Vice President for Research and Director of Technology Transfer for signature.
- b. Academic deans for the college in which the respective centers are located, shall assure that the requirements are met before approving any such use and/or activity.

ARTICLE 20

DISTANCE AND DISTRIBUTED LEARNING

Section 1. Principles and Definitions

- A. Distance learning is defined as courses (or course sections) in which instruction occurs remotely and various forms of technology are used to provide students/faculty with various modes of interaction and communication, including synchronous, asynchronous, and dual-mode distribution.

- B. It is not the intent of the University to use distance education technology to permanently reduce, eliminate, or consolidate fulltime bargaining unit positions at the University.
- C. The University recognizes that changes in technology offer new opportunities for student learning and that such changes should be made according to sound pedagogical principles.

Section 2. Teaching Assignment

- A. The University will offer, consistent with the overall needs of the academic unit, to qualified bargaining unit faculty a right of first refusal to teach any distance learning course to be offered by the University, with first preference to the course developer.
- B. No member of the bargaining unit shall be required to participate in distance education courses or programs, unless otherwise stated in the faculty member's letter of initial hire. Where such requirement is not stated in the letter of initial hire and such faculty member does not wish to participate in distance education courses or programs, but the University believes that such faculty member's participation is required to meet the goals of the academic unit's mission, representatives from the Chapter and the University will meet and confer. The University and the Akron-AAUP acknowledge that distance learning is now an integral part of the higher education system in the United States and, consequently, it is the responsibility of the University to provide technology and training to enable the faculty to stay current in this mode of delivery. In return, it is also acknowledged that all faculty teaching distance learning courses must be able and willing to stay current in this mode of delivery.
- C. Methods of presentation and course materials are to be under the control of the bargaining unit faculty member assigned to develop and/or teach the distance education course. Review and coordination by the bargaining unit member's colleagues or academic unit chair within the department or program shall be subject to the usual norms and responsibilities of review and coordination associated with the functions of the department.
- D. Individual bargaining unit faculty should have the same responsibility for selecting and presenting textbooks and learning materials in courses offered through distance education technologies that they have in those offered in traditional classroom settings. For team-taught or interdisciplinary courses and programs, the bargaining unit faculty involved should share this responsibility.
- E. The University shall provide the technology, software, equipment, internet infrastructure (bandwidth), and technical support necessary to develop,

operate, and maintain distance learning courses approved, requested, or assigned by the University. When assigned to teach a specific distance learning course, a bargaining unit faculty member will receive in writing a response to any written request(s) he or she makes for any equipment, software or support that he or she feels is needed to offer the class.

- F. All distributed learning and distance education courses shall utilize the University-approved standardized interface to facilitate uniformity, unless otherwise mutually agreed between the University and bargaining unit member.

Section 3. Distance Learning Course Development

- A. Distance learning course content shall be subject to the same academic standards and shall comply with the same standard practices, procedures and criteria as traditional course content.
- B. In the development of courses for electronic delivery, academic units shall give the right of first refusal to bargaining unit faculty within the unit consistent with the nature of the course and the qualifications and technical expertise of bargaining unit faculty. This does not, however, preclude other bargaining unit faculty or external constituents from developing courses for electronic delivery.
- C. The University will not enter into a contract(s) or other agreement(s) with a third party vendor(s) or outside entity to provide a distance learning course (or materials that constitute the majority of the content for any distance learning course) without first providing the opportunity to appropriate and qualified bargaining unit faculty. Any such contract or agreement must meet the applicable provisions of this Article, including, without limitation, Section 3.A.
- D. Any course developed by anyone outside the bargaining unit must be reviewed for content and approved by academic unit bargaining unit faculty before submission to the curriculum review process.

Section 4. Ownership

- A. Distance learning materials are works, including course content in any medium, which are created and distributed in connection with online instruction and distance learning.
- B. Where a Bargaining Unit Faculty Member develops copyrightable distance learning materials with substantial support of the University (as defined in the MOU regarding Intellectual Property), the following shall apply:

1. The University and the Member may negotiate a written agreement in advance which shall specify the allocation of specific ownership rights, obligations, and such other issues as they may agree upon including, but not limited to, allocation of royalties, if any, and limitations on use or transferability of ownership. The Member has the right to have an AAUP representative present during such negotiations. The University shall provide a copy of any executed agreement to the AAUP.
 2. Unless the Member and the University agree otherwise in writing, any royalties earned from the commercialization of distance learning materials shall be divided in accordance with the percentages set forth in Article 19.
 3. If the Bargaining Unit Faculty Member and the University do not execute a written agreement, the materials developed in the course and scope of employment are works for hire and owned by the University. However, the University grants the developing Member an undivided co-equal ownership interest in the entire work. The Member and the University will both retain a nonexclusive license to use the materials in educational settings, even if the Member leaves the University. Provided, however, that while in the employment of the University, a BUF may not use such distance learning materials to teach at another educational institution.
- C. If a Bargaining Unit Faculty Member develops copyrightable distance learning materials without the substantial support of the University (as defined in the MOU regarding Intellectual Property) the materials remain the sole property of the Bargaining Unit Faculty Member. Provided, however, that while in the employment of the University, a BUF may not use such distance learning materials to teach at another educational institution, where such teaching would create a conflict of interest or of commitment.

Section 5. Office Hours.

A Bargaining Unit Faculty Member teaching a distance learning course may hold some of the normally expected office hours online. The Member must specify in the syllabus sufficient availability (via email or otherwise) to meet reasonable student needs.

Section 6. Learning Environment.

- A. Consistent with other University policies, a Bargaining Unit Faculty Member may block a disruptive student's access to a distance learning course.

- B. Determination of class size for distance learning classes shall be based on pedagogical considerations. Limits on the size of each class shall be based on the goals and mission of the academic unit as determined by the academic unit chair and the dean of the college in consultation with the Bargaining Unit Faculty Member.

ARTICLE 21 **EMERITUS FACULTY**

Section 1. Qualifications

The emeritus faculty is composed of all persons with the title of emeritus conferred by the Board in recognition of a career of accomplishment and contribution to the University. Bargaining unit faculty upon retirement are eligible for emeritus status, provided they shall have served the University as a member of the full-time faculty for at least ten (10) consecutive years.

Section 2. Procedures

- A. Eligible bargaining unit faculty may request emeritus status. The academic unit bargaining unit faculty shall deliberate and vote on the recommendation to confer emeritus status; this may be done electronically. A simple favorable majority of votes cast is required for a positive recommendation.
- B. In colleges with departments, the recommendation, positive or negative, shall be forwarded to the academic unit chair/director, who shall make a separate recommendation and forward both recommendations to the dean. The dean shall make his/her own recommendation, and forward that and all previous recommendations to the Provost. The Provost shall make his/her own recommendation and forward that and all previous recommendations to the President. With the President's concurrence, positive recommendations are forwarded to the Board of Trustees.
- C. The process should be completed in a timely manner.

Section 3. Privileges and Responsibilities

Emeritus faculty may attend appropriate faculty meetings at the departmental level at the invitation of the faculty in attendance and the chair of the meeting. Emeritus faculty may also attend appropriate college, Faculty Senate, or University faculty meetings.

They may serve on faculty committees but may not vote in faculty meetings. Their names shall be listed in a University web directory, and, at the discretion of the Provost or designee, they may receive (i) reasonable facilities and (ii) other benefits and privileges.

ARTICLE 22

DISTINGUISHED PROFESSOR

Section 1. Criteria

The title of Distinguished Professor shall be awarded only to one already at the rank of professor at the University for five (5) or more years. The title of Distinguished Professor is an honor recognizing a career that demonstrates substantial professional accomplishments.

- A. Each department/school, or college without departments, shall develop criteria for distinguished professor including those expressed below in this section which cannot be implemented without approval by both the dean and the Provost.
- B. The applicant shall excel in teaching at the University at a level significantly beyond the current expectations for the rank of professor.
- C. The applicant shall excel in scholarly activity (pedagogical or discipline specific) or artistic performance at the University at a level significantly beyond the current expectations for the rank of professor, with a record that is widely recognized as being exemplary.
- D. The applicant shall have made sufficient contributions to the discipline to be nationally recognized.
- E. The applicant is expected to have demonstrated and maintained high standards of professional conduct.

Section 2. Applications

- A. Applications for Distinguished Professor can be made only by tenured bargaining unit members at the rank of professor. The full applications shall be submitted to the chair/director of the academic unit of the applicant by the Monday after Spring Break in the spring semester. Applications shall include the following:
 - 1. Current vita;
 - 2. Narrative statement of qualifications;
 - 3. Supporting documentation, which shall include copies of publications and evidence of teaching quality, and which may include letters of support solicited by the nominee;

4. A proposed list of external reviewers, with at least six (6) entries. The list shall include the credentials of the potential reviewers and their relationship to the applicant;
 5. Department/school or college criteria for Distinguished Professor;
- B. An individual may submit an application no more than once every three (3) years.

Section 3. Department Level Procedures and Timelines

A. Departmental Distinguished Professor Review Committee

Within two (2) weeks of receiving an application, the department chair or school director shall call a meeting of those full time departmental bargaining unit members with at least three (3) years of full time service, excluding the applicant, to form the Departmental Distinguished Professor Review Committee. The committee shall elect a chair from among its members at this meeting.

B. External Review

The Departmental Distinguished Professor Review Committee shall compile a list of at least six (6) potential external reviewers from a list of external nationally recognized individuals in their discipline, including at least two (2) from the applicant's list. The chair/director of the academic unit and the dean may add other references if they wish. This combined list shall include the credentials of the potential reviewers and their relationship to the candidate. The candidate shall be apprised of the full list of names considered by the committee. The committee shall request review letters from the individuals on the combined list by the end of the spring semester. Letters of request shall include:

1. Department/school criteria for the title of distinguished professor;
2. Request that the reviewer address the context of the candidate's work as it relates to the discipline;
3. Candidate's vita and narrative statement;
4. Due date (beginning of the fall semester)

C. Departmental Review

The Departmental Distinguished Professor Review Committee shall review the application in the fall semester after receipt of the external review letters and shall determine by secret ballot its recommendation. Committee members not present for the deliberations are not eligible to vote. A two-thirds (2/3) majority of favorable votes is required for a positive recommendation.

The committee shall provide a letter of recommendation, positive or negative, to the chair/director by the end of week 6 of the fall semester. The chair/director shall make a separate recommendation, positive or negative, considered sequential, not hierarchical. These letters of recommendation shall include a summary of how the candidate meets or does not meet the criteria for the title of distinguished professor.

In colleges with departments, all recommendation letters and the application shall be submitted to the dean by the end of week 8 of the fall semester, with copies to the applicant.

If the applicant wishes, the application may be withdrawn before it is submitted to the dean.

Section 4. College Level Procedures and Timelines

- A. Upon receipt of the recommendations, the dean of a college with departments shall convene the College Distinguished Professor Review Committee by the end of week 9 of the fall semester and forward the recommendations to the committee chair. At this meeting, the committee shall elect a chair from its members.
- B. Each college faculty shall elect a College Distinguished Professor Review Committee to consider such recommendations. Only tenured bargaining unit members at the rank of Professor are eligible to serve.
- C. The College Distinguished Professor Review Committee shall review the recommendations in accordance with the following procedures:
 - 1. The committee shall consider each applicant individually;
 - 2. No member of an applicant's department shall participate in the discussion or vote of an applicant;
 - 3. Following discussion and deliberation of the individual candidate, the committee shall vote, with a two-thirds (2/3) majority of favorable votes constituting a positive recommendation;

4. Committee members not present for the discussion are not eligible to vote;
5. The committee may, if it wishes,
 - a. Interview the chair of the Departmental Distinguished Professor Review Committee;
 - b. Interview the department chair/school director;
 - c. Interview the applicant;
- D. The committee shall write a letter of recommendation, positive or negative, for each applicant, to be forwarded to the dean by the end of week 12 of the fall semester, with copies distributed to the Departmental Distinguished Professor Review Committee, department chair/school director and the applicant. Letters must include a summary of how the candidate meets or does not meet the criteria for the title of distinguished professor.
- E. If the recommendation of the College Distinguished Professor Review Committee is negative, the application (without external review letters) and all recommendation letters, positive or negative are returned to the applicant and the dean shall not make a recommendation. External review letters shall be held confidentially in departmental records.
- F. The dean shall make a separate recommendation, positive or negative, considered sequential, not hierarchical, for those applicants who received a positive recommendation from the College Distinguished Professor Review Committee. The letter must include a summary of how the candidate meets or does not meet the criteria for the title of distinguished professor.
- G. All recommendation letters and applications are forwarded by the dean to the Provost by the last day of the fall semester.

Section 5. University Level Procedures and Timelines

- A. Upon receipt of the recommendations, the Provost shall convene the University Distinguished Professor Review Committee by the end of week 3 of the spring semester and forward the recommendations to the committee. At this meeting, the committee shall elect a chair from its members.
- B. The University Distinguished Professor Review Committee shall consist of six (6) Distinguished Professors chosen by lot by the Provost's office. Service on this committee shall last three (3) years and no person may

serve on the committee for two (2) consecutive terms. The committee membership shall be rotated, so that each year two (2) distinguished professors will be selected by lot to replace the two (2) who are ending their three (3) year terms. Should a member of the committee be unable to fulfill their full term, the Provost's office shall select a replacement by lot to serve for the unexpired term.

- C. The University Distinguished Professor Review Committee shall review the nominations in accordance with the following procedures:
 - 1. The committee shall consider each applicant individually;
 - 2. No member of an applicant's department shall participate in the discussion or vote of an applicant;
 - 3. Following discussion and deliberation of the individual candidate, the committee shall vote, with a two-thirds (2/3) majority of favorable votes constituting a positive recommendation;
 - 4. Committee members not present for the discussion are not eligible to vote;
 - 5. The committee may, if it wishes,
 - a. Interview the chair of the Departmental Distinguished Professor Review Committee;
 - b. Interview the department chair/school director;
 - c. Interview the chair of the College Distinguished Professor Review Committee;
 - d. Interview the applicant;
- D. The committee shall write a letter of recommendation, positive or negative, for each applicant, to be forwarded to the Provost by April 1st, with copies distributed to the dean, College Distinguished Professor Review Committee (if applicable), Departmental Distinguished Professor Review Committee, department chair/school director and the applicant. Letters must include a summary of how the candidate meets or does not meet the criteria for the title of distinguished professor. If the recommendation is negative, the application (without external review letters) and all recommendation letters, positive or negative, are returned to the applicant and the Provost shall not make a recommendation.
- E. The Provost shall make a separate recommendation, positive or negative, for those applicants who received a positive recommendation from the

University Distinguished Professor Review Committee. If the recommendation is positive, it is forwarded to the President for approval. If the recommendation is negative, the application (without external review letters) and all recommendation letters, positive or negative, are returned to the applicant and the President shall not make a recommendation.

If the President approves, the recommendation is forwarded to the Board for consideration at the next Board meeting. Once approved by the Board, the title becomes effective at the beginning of the following fall semester;

- F. The successful applicant(s) shall be recognized by the University community at an appropriate public event.

Section 6. Record Keeping Requirements

After the review process is complete, records shall be maintained in the following manner:

- A. In all cases, external review letters shall be held confidentially in departmental records.
- B. For successful applications, application files shall be held confidentially in departmental records.
- C. For unsuccessful or withdrawn applications, application files shall be returned to the applicant.

Section 7. A minimum compensatory award specified in Article 16 shall be added to the successful nominee's base salary.

ARTICLE 23 **LEGAL PROTECTION**

The University shall provide legal representation to any members of the bargaining unit at their request who are defendants in civil actions arising out of their employment, except as otherwise excluded by law, subject to the approval of the Ohio Attorney General and in accordance with Ohio Revised Code §§ 109.361 and 109.362. To the extent authorized in Revised Code §§ 9.86 and 9.87, and subject to the approval of the Ohio Attorney General, the University shall indemnify and hold harmless any member of the bargaining unit as a result of any judgment other than a judgment for punitive or exemplary damages, a judgment in a civil action arising out of the operation of a motor vehicle, or a judgment in a civil action in which the state is the plaintiff, unless the employer of the employee and the Ohio Attorney General determine that the acts or omissions of the employee were not within the terms of Revised Code §9.87 (B)(2). Denial of representation or indemnification by the Ohio Attorney General as provided by law shall not be arbitrable under Article 12 Section 6 of this Agreement.

ARTICLE 24

PROFESSIONAL ACTIVITIES OUTSIDE THE UNIVERSITY

Section 1. Bargaining unit faculty, unless specifically indicated otherwise in the contract of employment, should be regarded as having full-time employment responsibilities to the University. However, it is recognized that bargaining unit faculty can engage in activities outside the University whether for compensation or otherwise, provided such activities do not present a conflict of interest or commitment to, or interfere with the individual's full-time responsibilities to the University. Moreover, such outside activities shall not be undertaken which violate Ohio's ethics laws governing public employees. For purposes of this provision, such outside activities shall include: (a) professional activities not connected with employment for the University, including, but not limited to those professional activities which separately involve a source of income such as from private employment, other public employment, consulting, teaching, research, memberships on corporate boards, partnerships or associations held by bargaining unit faculty, etc.; and (b) non-professional activities for which the bargaining unit faculty member is employed or otherwise compensated. Such outside activities should only be undertaken with full and prompt disclosure to and written approval of the bargaining unit member's immediate supervisor and a designated representative of the Provost, such approval not to be unreasonably withheld.

Section 2. Bargaining unit faculty shall submit on forms required by the Board an annual disclosure of any outside activities referenced in section 1 above. Such disclosures shall also identify any office or fiduciary relationship on a not-for-profit corporation or public board or agency. Disclosure forms are available on the Office of Research Services and Sponsored Programs web site.

Section 3. When engaging in outside activities, bargaining unit faculty may not make more than incidental use of University facilities and other resources unless the University is appropriately compensated.

ARTICLE 25

RETIREE REEMPLOYMENT

Bargaining unit faculty who are eligible to retire from an Ohio pension system affected by the enactment of Am. Sub. Senate Bill 144 may seek an agreement with the University to be reemployed full-time with the University as permitted by law in the same or similar position following retirement, without the necessity of a formal search process under the University's affirmative action plan. The terms and conditions of such reemployment including, but not limited to, compensation, shall be negotiated between the employee and the University. All such agreements shall be reduced to writing and shall be subject to prior approval by the Provost, President, and Board. The provisions of this Article shall not be deemed to obligate the Board to approve any such agreement or to create any right to such reemployment or expectancy of reemployment or expectancy of any right to reemployment for any bargaining unit faculty member of the

University. Reemployed retirees will not be covered under the provisions of this Agreement.

The University shall be limited to employing nine (9) former bargaining unit faculty at any given time who retire and are re-employed by the University, pursuant to the provisions of Am. Sub. Senate Bill 144.

ARTICLE 26 **ACADEMIC CALENDAR**

Section 1. Determination of the academic calendar shall be at the discretion of the University in consultation with appropriate constituencies including the Akron-AAUP. The calendar shall include:

- A. Two (2) sixteen (16) week semesters of instruction each of which will include a final examination week.
- B. A summer term of at least thirteen (13) weeks with multiple summer sessions ranging from five to ten (5 -10) weeks.²

Specialized workshops, seminars or specific programs may require schedule variations.

Section 2. Holiday schedule

The University observes the following holidays:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Christmas Day

If a holiday occurs during a period of active pay status – which includes an approved sick leave, leave with pay, or vacation – the employee will be paid for the holiday. In order to qualify for holiday pay, an employee must be in an active pay status on regularly-scheduled work days both prior and subsequent to the holiday.

² This does not require any given college to provide offerings during every summer session.

ARTICLE 27 **WORKLOAD**

In accordance with the requirements of Ohio Revised Code §3345.45, the Board has adopted a faculty workload policy consistent with standards developed by the Ohio Board of Regents. Any modification to this policy shall be at the sole discretion of the University in consultation with appropriate constituencies, including the Akron-AAUP.

ARTICLE 28 **SPOUSAL HIRES**

Section 1. Consideration of spousal partner hiring issues should occur only at the initiative of the candidate for recruitment or retention and with the approval of the Provost, and notice to the President of the Akron-AAUP, or designee.

Section 2. The policy will apply only to persons recruited through a national search process. The level of opportunity provided will be based on institutional priorities and need.

Section 3. Levels of opportunity

- A. A second (2nd) tenure track position can be created.
- B. A three (3) year term appointment can be created. At the conclusion of the three (3) year term appointment, a tenure track position can be created and a national search can be launched. The spouse would have to be the successful candidate to continue.
- C. A professor of instruction or of practice position of any rank can be created.
- D. If the spouse is in the same discipline as the potential hire, a shared position can be created.
- E. The University will provide assistance in networking and locating employment opportunities within a fifty (50) mile radius.

Section 4. Considerations of merit and affirmative action

- A. Under no circumstance should a spousal appointment jeopardize current or prospective affirmative action searches/lines intended for the goal of increasing diversity.
- B. In the event that a candidate initiates consideration of the appointment of a spouse and such consideration includes the creation of a new position, the receiving academic unit bargaining unit faculty members shall make recommendations to the dean and the Provost concerning the following:

1. Merits of the spousal candidate in relation to others of comparable rank in the academic unit;
2. The consequences of such an appointment for immediate departmental needs and long-term planning;
3. Explicit assessment of the affirmative action consequences of such appointments;

Section 5. Receiving Department

The department "receiving" the spouse must want and need an additional faculty member. A spouse will not be offered an opportunity outside of the potential hire department without the consent of the receiving department.

Section 6. Hiring Procedures

If the accommodation includes the creation of a bargaining unit faculty position, the procedure for hiring the person to fill that position must conform to all provisions of Article 11 (Initial Appointment), with the exception of Section 1 B and C (which refer to the creation of a search committee and its rules). In particular, the bargaining unit faculty of the academic unit in which the new position is created must interview the candidate and vote by secret ballot to recommend his or her appointment.

Section 7. Same-Sex Domestic Partners

In the event the United States Supreme Court's decision in *Obergefell v. Hodges* is overruled, the provisions of this Article shall apply equally to same-sex domestic partners as to spouses. In order for a candidate's same-sex domestic partner to be considered, the candidate must complete an Affirmation of Same-Sex Domestic Partnership.

ARTICLE 29 **PROFESSOR OF PRACTICE AND PROFESSOR OF INSTRUCTION:** **FULL-TIME NON-TENURE TRACK (NTT) FACULTY**

Section 1. General Considerations

Professors of Practice and Professors of Instruction are full-time non-tenure track (NTT) bargaining unit faculty members. Such faculty may expect continuing employment if they have satisfactory performance reviews and the University identifies a continuing need for their position. If the University's needs change, and subject to Article 15, such positions may be modified or eliminated only at the end of the appointment year for NTT holding Assistant rank or at the end of the fixed-term appointment of NTT at the Associate or Professor ranks. NTT faculty who will not be reappointed shall be notified pursuant to Section 5(C) of this Article.

The procedures and reasons for retrenchment under Article 15 do not apply to the procedures and reasons for termination and non-renewal under this Article 29.

Notwithstanding anything to the contrary in this Agreement, an NTT member at the rank of Associate or above who is not reappointed as a result of a change in the University's needs shall be notified as soon as possible but no later than the end of Spring Semester of the preceding academic year and receive a one-year terminal contract. During that terminal year, the University may assign the NTT member such additional duties as may be reasonable, appropriate and helpful to the University.

Section 2. Title

The title of a Professor of Practice or a Professor of Instruction will be specified in the letter of appointment/reappointment, defined by the purpose for the position for which the bargaining unit faculty member is hired/retained.

- A. *Professor of Practice* is a full-time NTT bargaining unit faculty member with practical experience in industry, business, medicine, government, law, and/or other professional fields. The primary purpose of such a position is to share real-world knowledge with students in a classroom or experiential setting in support of degree, certificate, and/or licensure programs. The title may be specific to the faculty member's expertise—such as “Professor of Clinical Practice,” “Professor of Theatrical Practice,” or “Professor of Engineering Practice.”

Such faculty will have appropriate credentials and background, but need not have a terminal degree in the discipline(s) associated with the academic unit(s) in which they are appointed.

- B. *Professor of Instruction* is a full-time NTT faculty member with credentials in an academic discipline. The primary purpose of such a position is to teach in a classroom, laboratory or other instructional setting in support of the University's degree, certificate, and/or licensure programs. The title may be specific to the faculty member's duties, such as “Professor of Clinical Instruction,” “Professor of Theatrical Instruction,” or “Professor of Engineering Instruction.”

Such faculty will have an appropriate academic degree, but need not have a terminal degree in the discipline(s) associated with the academic unit(s) in which they are appointed.

Section 3. Rank

The rank of a Professor of Practice or Professor of Instruction will be specified in the letter of appointment, and defined by the credentials, experience, and/or years of service of the faculty member.

- A. *Assistant* rank is the initial rank for NTT faculty, and is defined by credentials and experience that meet the minimum requirements for the position, and less than five years of relevant service in or outside of the University. (Example: “Assistant Professor of Practice” or “Assistant Professor of Instruction.”)
- B. *Associate* rank is the intermediate rank for NTT faculty, and is defined by credentials and experience that are greater than the minimum requirements for the position, and more than five years of relevant service in or outside of the University. (Example: “Associate Professor of Practice” or “Associate Professor of Instruction.”)
- C. *Professorial* rank is the highest rank for NTT faculty, and is defined by credentials and experience that are far superior to the minimum requirements for the position, and more than nine years of relevant service in or outside of the University. (Example: “Professor of Practice” or “Professor of Instruction.”)

Section 4. Appointment, Reappointment, and Promotion

- A. All NTT faculty initial letters of appointment or subsequent letters of reappointment will contain the specific duties assigned to them. Each faculty member’s load will be made up of one or more of the following: teaching, scholarship, and service. It is expected that the bulk of their duties will be sharing expertise with and/or teaching students. The appointment and reappointment letter shall specify the term of employment, and shall be approved by the dean, in consultation with the academic unit administrator.
 - 1. Service or administrative activities of a recurring or short-term but time-intensive nature shall receive workload credit and/or a stipend. Examples of such activities include coordinating/directing a program, serving as an academic advisor to a substantial number of students, overseeing program accreditation report writing, and overseeing curriculum review. Accordingly, no NTT faculty member shall be compelled to engage in service or administrative activities of a recurring nature or short-term but time-intensive nature without the faculty member receiving workload credit and/or a stipend.
 - 2. All NTT faculty, including those who are on a 100% teaching contract, are free to engage in service or scholarly activities on a

voluntary basis. Faculty participation in duties not described in the letter of appointment shall not in itself lead to negative merit or retention/promotion decisions.

- B. All NTT reappointments and promotions are subject to the evaluation process outlined below and contingent upon the duties specified in the current letter of appointment.
- C. Duties specified in letter of appointment may be amended within the term of employment by mutual consent of the faculty member and the academic unit chair/director. A faculty member may request and initiate such an adjustment in duties by a written request to the academic unit's chair/director. When a requested adjustment is not approved, the faculty member shall receive a written explanation as to the specific reason(s).
- D. NTT BUF members at the assistant rank shall be reappointed annually, subject to the evaluation process outlined below.

After annual performance reviews in years 2 and 3 and a performance review of years 4 through 6 that yield a satisfactory evaluation, an NTT faculty member shall be promoted to associate rank upon receiving a favorable recommendation. During years 4 through 6, the unit chair/direction will provide the faculty member with written feedback on their progress toward promotion to the associate rank. In cases of exceptional performance by an NTT at the assistant rank, the NTT member's chair or director may request that the Dean and the Provost permit the NTT faculty member to apply for promotion to associate rank in year 4.

After six (6) years, if a faculty member at assistant rank has promotional evaluations that are unsatisfactory, the member's employment shall terminate at the conclusion of the 6th year.

After six (6) years, if the faculty member's promotional evaluation is satisfactory, but is not recommended for promotion, he or she shall receive a one-year extension of the appointment term and shall be subject to the promotional evaluation procedures for that year. Upon the expiration of the one-year extended term, if the faculty member is recommended for promotion, the member shall be promoted to the associate rank. If the faculty member is not recommended for promotion, the member's employment shall terminate at the conclusion of the extended term.

- E. NTT faculty at the associate rank shall be appointed for a three (3) year fixed-term renewable appointment, with a presumption that the BUF member will be renewed unless his or her performance is unsatisfactory or the University's needs have changed. During the term of such appointments, the faculty member may be terminated only for just cause

and by means of due process pursuant to Article 14, or pursuant to Article 15. During the term of such appointments, the unit chair/director will provide the faculty member with written feedback on their progress toward promotion to the senior rank.

- F. NTT faculty at the associate rank with a satisfactory performance evaluation and a recommendation for promotion shall be promoted to professorial rank. NTT faculty at the associate rank with a “satisfactory” performance evaluation but who are not recommended for promotion shall be reappointed to another three (3) year term at the associate rank unless the University’s needs have changed.
- G. NTT faculty members at the professorial rank shall be appointed for a five (5) year fixed-term and reappointed for successive five (5) year terms unless his or her performance has been previously documented to be unsatisfactory or the position is being eliminated because it is no longer needed. During the term of such appointments, the faculty member may be terminated only for just cause and by means of due process pursuant to Article 14, or pursuant to Article 15. During the term of such appointments, the academic unit administrator shall annually provide the faculty member with written feedback on their performance in memorandum form distinct from the annual merit evaluation. The faculty member shall have the opportunity to respond to all written feedback.
- H. If an NTT faculty of professorial rank has been documented by the academic unit administrator as having unsatisfactory performance as prescribed above, the academic unit administrator shall initiate an evaluation by the appropriate NTT Evaluation Committee during the Spring Semester of the final year of the five (5) year term. This evaluation shall be conducted in accordance with the procedures prescribed in Article 29, Section 5.
- I. Continued reappointment of NTT faculty for longer than six (6) years shall not constitute de facto tenure.

Section 5. Reappointment and Promotion Process

- A. Except as otherwise provided in this Article, all academic units shall follow the procedures for reappointment and promotion in Article 13, Section 6(B)-(F) and adhere to the timelines set forth below when conducting a performance evaluation, or considering a reappointment or promotion application.

B. Process for Promotion

1. An application for promotion to associate or professorial ranks shall be submitted by the NTT faculty member to the academic unit NTT Evaluation Committee, in accordance with the procedures of that committee.
2. The NTT Evaluation Committee shall submit its recommendation to the academic unit chair/director. The committee's recommendation may be "unsatisfactory," "satisfactory" or "superior" performance. At appropriate times, the recommendation shall also include "not recommended for promotion," or "recommended for promotion."
3. The NTT Evaluation Committee's recommendation shall include commentary on the faculty member's performance, including suggestions for achieving promotion (if appropriate). The committee's recommendation shall be provided to the faculty member.
4. The NTT Evaluation Committee shall submit to the academic unit chair/director its favorable or unfavorable recommendation.
5. The academic unit chair/director shall consider the NTT Evaluation Committee's recommendation as well as his or her own evaluations and make a recommendation to the dean regarding promotion.

The dean shall independently review the recommendations and make his or her own recommendation regarding promotion to the Provost, who shall have the final determination in his or her sole discretion regarding reappointment/promotion subject to formal Board approval.

6. At all levels of review, a written copy of the recommendation shall be distributed to the candidate and all prior reviewing entities.

C. Schedule of Reappointment and Promotion

Date(s)	Action required
By March 15	Academic unit chairs/directors hold organizational meetings to elect chairs of the NTT Evaluation committees
By April 1	Academic unit chairs/directors send letters of notification to candidates
By April 15	Candidates send letters of intent to academic unit chairs/directors
Friday of week two (2) of fall semester	Candidates submit full applications

Friday of week six (6) of fall semester	Committees send recommendations to candidate, academic unit chairs/directors
Friday of week eight (8) of fall semester	Academic unit chairs/directors send recommendations to candidates and deans
Friday of week sixteen (16) of the fall semester	Deans forward negative recommendations to candidates and the Provost, with copy to appropriate academic unit chairs/directors and committee chairs
Friday of week two (2) of spring semester	Deans forward positive recommendations to candidates and the Provost, with copy to appropriate academic unit chairs/directors and committee chairs
Friday of week five (5) of spring semester	Provost forwards negative recommendations to candidates, with copy to appropriate academic unit chairs/directors, deans and all relevant committee chairs
First (1 st) Wednesday in April, usually	Provost forwards positive recommendations to the President and the Board, with copy to appropriate academic unit chairs/directors, deans and all relevant committee chairs
Fourth (4 th) Wednesday in April, usually	Board votes on recommendations

- D. In the event that the deadline for completion of a step cannot be met, a request for extension and supporting rationale shall be forwarded to the academic unit chair/director, dean, or Provost prior to said deadline. The request and rationale shall be included in the candidate's file.
1. The academic unit chair/director, dean, or Provost shall accept or reject the request for extension within one (1) week of its receipt. Rationale for the decision shall be included in the candidate's file.
 2. Extension of the deadline at any level does not automatically extend future deadlines.
- E. The criteria to be considered for evaluation for reappointment and promotion are found in the letters of appointment/reappointment and as those described in Article 13, Section 3(b) for tenure track faculty, if relevant. If an Assistant Professor of Instruction or an Assistant Professor of Practice is not required to engage in research activities, those criteria will not apply. Professional activities submitted by the faculty member shall be considered in the evaluation, including the achievement of additional credentials, such as a relevant terminal degree.
- F. By majority vote of the bargaining unit faculty, academic units that have non-tenure track faculty members shall adopt formal guidelines for evaluation and promotion of non-tenure-track faculty in accordance with the schedule

for approval and revisions of RTP guidelines prescribed in Article 13, Section 6(A)(3). The specific duties of each NTT faculty member are to be identified in each appointment letter and may differ among faculty members and from year to year according to the needs of the academic unit. The duties specified in current the letter of appointment form the basis for evaluation of NTT faculty.

- G. In each department or school, all NTT faculty of a higher rank and all tenured faculty shall constitute the NTT Evaluation Committee. For academic units with fewer than three (3) NTT faculty of a higher rank and tenured faculty, faculty from outside the academic unit shall be added so that the committee has three (3) members. The process used to identify these outside members is the same as is used in the RTP process, Article 13, in accordance with the same college rules. These outside members may be NTT faculty of higher rank or tenured faculty. The academic unit chair/director shall call an organizational meeting where the committee shall elect a chair from its members.
- H. The candidate's file shall include evidence of teaching performance, as described in Article 13, Section 3(B.1.e. and f., and shall include evidence of service and scholarly achievement if such duties are listed in the current letter of appointment.
- I. There is no external review process for reappointment or promotion of NTT faculty.

Section 6. Extending the Promotion Clock

In the event that an NTT bargaining unit faculty member either:

- (i) has a serious illness or disability, or is the primary caregiver or co-caregiver (requiring a minimum of 20 hours of care per week) of a newborn, newly adopted child or newly placed foster child, or immediate family member (as defined in Article 17, Section A.1.c.) who has a serious illness or disability; or
- (ii) is called to active military duty;

for eight (8) weeks or more, the affected faculty member may promptly (within the earlier of six (6) months from the beginning of the leave or sixty (60) calendar days after returning to work) request and upon such request shall automatically be granted a one (1) year extension of the probationary period. The faculty member's request need only provide the basic facts and documentation to establish that one of the above events occurred and when it occurred. Any such leave must occur prior to submitting the letter of intent for promotion to the associate rank.

In any other cases where there are clearly documented extenuating circumstances, the period prior to seeking a promotion to the associate rank may be extended by one (1) year provided that the request is initiated by the candidate, recommended by the academic unit chair/director and dean, and approved by the Provost.

Section 7. Credit For Past Service

Former part-time instructors and visiting faculty with teaching experience at the University who have been hired into full-time NTT service shall be credited with equivalent full-time years of service at the rate of twenty-four (24) credit hours per year. This credit shall be used only for scheduling the performance evaluations. For example, an individual with fifty (50) credit hours of teaching experience hired as Assistant professor NTT shall be credited with two years of experience and shall undergo the second initial performance review in their first (1st) year of full-time service. Similarly, an individual with only twenty-three (23) credit hours of teaching experience is not credited with any prior experience.

Section 8. Nothing in this Agreement shall create either special advantage for or detriment to faculty in applying for appointment to available tenure-track positions for which they are qualified. All NTT faculty may apply and compete for such opportunities as they become available on the same basis as all other qualified candidates from within or outside the University, and without jeopardy to the appointment he/she currently holds.

Similarly, nothing in this Agreement shall either guarantee, or preclude the University from offering, a tenure-track appointment to an NTT faculty member during the term of his/her appointment, consistent with the fulfillment of the criteria, procedures and policies for making appointments to such positions.

Section 9. NTT faculty shall have the same bases of appeal – procedural error or inadequate consideration — as are set forth in Section 9 of Article 13. In addition, nonrenewal due to changes in the University's needs must be demonstrated and is subject to the appeal process.

ARTICLE 30 **BRANCH CAMPUSES**

Section 1. Faculty

Branch campus bargaining unit faculty, as members of the University bargaining unit, shall be held to all rules and regulations and afforded all benefits, applicable to all other colleges, as defined in this Agreement.

Section 2. Parking

Branch campus bargaining unit faculty will not be required to pay for parking permits.

Section 3. Academic Administrators

Academic administrator appointments at a branch campus will be made consistent with Article 10 (Governance) of this Agreement. Academic administrator appointments at the branch campus will be reviewed consistent with Article 10 (Governance) of this Agreement.

Section 4. Retrenchment

A branch campus shall be considered as a college of the University and subject to retrenchment as defined in Article 15 (Retrenchment) of this Agreement.

ARTICLE 31 **PAST PRACTICES**

Except as set forth in this Agreement, the University and the Akron-AAUP shall not be obligated to continue any practice, policy or benefit that was or may have been in existence prior to the signing of this Agreement, and the continuation or modification of any such practice, policy or benefit shall not be considered as creating an obligation to continue that or any other practice, policy or benefit. However, the University agrees that any discontinuance or modification of a practice, policy or benefit that is not set forth in this Agreement, that affects a number of bargaining unit members in more than one department, will be developed and implemented only after due consultation with and advice of appropriate faculty bodies. Should no agreement be reached on any discontinuance or modification proposed, the University may implement the same only after engaging in effects bargaining with the Akron-AAUP.

ARTICLE 32 **SEPARABILITY**

Section 1. Shall any portion of this Agreement be found by a duly constituted court or regulatory authority to be in conflict with applicable law or public regulation, from which no appeal can be taken, then such conflicting portion of this Agreement shall be rendered null and void and the applicable law or regulation shall be controlling. In such event, upon request of either party, the parties shall commence good faith bargaining for replacement language.

Section 2. The invalidation of any portions of this Agreement in accordance with this Article shall not affect the legality and enforceability of the remainder of this Agreement.

Section 3. If any provision of this Agreement that is rendered null and void by operation of Section 1 of this Article is subsequently rendered valid (a) by a duly constituted court or regulatory authority (*i.e.*, by reversal on appeal or by virtue of a court decision being overruled), or (b) by the amendment, abolishment or enactment of a statute(s) or regulation(s), then the original provision shall be reinstated, notwithstanding that the parties may have agreed to replacement language in the interim time period. In that

event, the replacement language shall be superseded and rendered null and void by the reinstated provision.

Section 4. For purposes of this Article the Board shall not be considered a regulatory authority.

ARTICLE 33

DURATION AND NEGOTIATION PROCEDURE

Section 1. This Agreement shall be effective upon the ratification of the same by the Akron-AAUP's membership and approved by the University of Akron's Board, retroactive for compensation purposes, to July 1, 2020, and shall continue in full force and effect through June 30, 2026, and will continue from year to year thereafter unless either party notifies the other in writing not less than ninety (90) days prior to the expiration date (or subsequent annual anniversary of such date) that a modification or termination of this Agreement is desired. Should either party to this Agreement serve such notice upon the other party, the University and the Akron-AAUP will meet for the purpose of negotiation and will commence consideration of proposed changes or modification to the Agreement not earlier than January 1, 2026 and not later than one hundred twenty (120) days prior to the expiration date of the Agreement (or subsequent annual anniversary of such date). The University and Akron-AAUP will attempt to agree in advance as to who shall be the mediator/fact-finder.

Section 2. In the event that either party provides timely notice of a desire to terminate or modify this Agreement, in accordance with Section 1 above, the following terms and procedures shall apply to the parties' negotiations and dispute resolution.

- A. The University and the Akron-AAUP shall each select its own collective bargaining committee of not more than six (6) members, including one Chief Negotiator for each side. In the event that either the University or the Akron-AAUP plan to bring any additional resource people to a negotiating session, at least twenty-four (24) hours' notice of such intention shall be given to the other party. Each party will normally be represented by not more than seven (7) persons, inclusive of resource persons, at any negotiating session.
- B. Negotiation sessions will be conducted as frequently as the parties determine, consistent with each party's obligation to negotiate in good faith. If either party is unable to attend a scheduled session, at least twenty-four (24) hours' notice shall be given to the other party, unless twenty-four (24) hours' notice is impracticable due to exigent circumstances, in which case notice shall be given as soon as practicable.
- C. All negotiating sessions will be held at the Student Union Center unless mutually agreed otherwise. There will be no smoking in the room in which the parties actually conduct negotiations.

- D. Each party will provide an electronic copy and sufficient written copies of its proposals and other materials for everyone anticipated to be present.
- E. Each negotiating team will have the authority to negotiate tentative agreements. The tentative agreements shall be subject to ratification by the Akron-AAUP membership and subject to the approval of the Board. Any tentative agreements reached shall be drafted and initialed by the Chief Negotiators, but shall not become effective until a full contract is finally approved and executed unless otherwise agreed between the parties as to specific issues.
- F. All negotiations will be done in private in accordance with Ohio Revised Code Section 4117.21.
- G. Each side is responsible for taking its own notes during negotiations. There will be no recordings, official minutes, mechanical, stenographic or verbatim notes of the sessions permitted.
- H. Each party agrees that each committee shall have the right to caucus upon request, providing the committee requesting the caucus advises the other committee of the expected length of the requested caucus.
- I. The two (2) Chief Negotiators may meet in private to review progress of negotiations and to explore alternatives which may be fruitful at the bargaining table.
- J. This section constitutes the parties' sole and exclusive mutually agreed dispute (MAD) settlement procedure. The parties agree to utilize the statutory dispute settlement procedure as set forth in Ohio Revised Code § 4117.14, except with respect to the following:
 - 1. That the Federal Mediation and Conciliation Service (FMCS) will be used in lieu of a mediator selected by the State Employment Relations Board;
 - 2. That fact finding may be initiated by either side at any time after mediation is attempted and after the parties have mediated in good faith for at least thirty (30) days;
 - 3. If fact finding is requested by either side the parties shall request from SERB a list of fact finders (unless the parties have previously agreed to a fact finder, who has agreed to serve consistent with this MAD) and a fact finder shall be selected within two (2) weeks of receipt of the list of fact finders from SERB utilizing the procedures in Ohio Revised Code § 4117.14;

4. That the fact finding hearing shall be conducted in accordance with Ohio Revised Code § 4117.14, subject to the provisions of this Agreement;
5. That the fact finding hearing shall be scheduled within four (4) weeks of the appointment of the fact finder by SERB; and
6. That the rejection deadline date for any fact finder's report shall occur the later of (1) fourteen (14) days following said report's delivery; or (2) fourteen (14) days after classes begin for spring or fall academic semester.

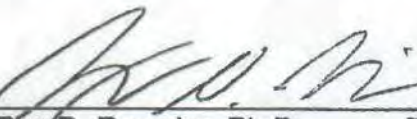
Section 3. The University may seek to modify any provision of this Agreement prior to its expiration only if immediate action is required due to (1) exigent circumstances that were unknown at the time of negotiations; or (2) legislative or regulatory action taken by a higher-level legislative or regulatory body after this Agreement became effective that requires a change to conform to the statute or rule. In such event the University shall immediately so notify the Akron-AAUP and the parties shall meet and negotiate in good faith, including providing relevant information and documents, and attempt to reach agreement. If agreement cannot be timely reached, as either side may determine, then either side may submit the dispute to arbitration pursuant to Article 12, infra.

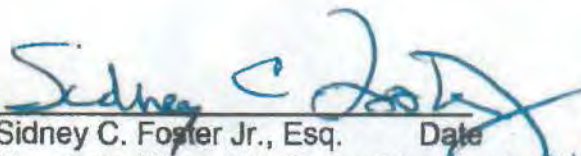
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IN WITNESS WHEREOF, the parties have caused this collective bargaining agreement to be made effective this 1st day of January, 2021.

THE UNIVERSITY OF AKRON

By:  3/17/21
George S. Crisci, Esq. Date
Chief Negotiator/Legal Counsel

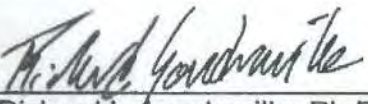
By:  3-17-21
Rex D. Ramsier, Ph.D. Date
Vice Provost and Director of
Academic Administrative
Services/Negotiator

By: 
Sidney C. Foster Jr., Esq. Date
Negotiator/Associate Provost for
Faculty Relations 3-16-21

By:  3-16-21
Mark Stasitis, Esq. Date
Assistant General
Counsel/Negotiator

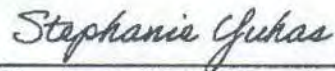
By:  3/17/21
Sarah Moore, Esq. Date
Negotiator/Legal Counsel


THE AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS,
UNIVERSITY OF AKRON CHAPTER


By:  3/10/21
Richard L. Londraville, Ph.D. Date
Chief Negotiator


By:  3/10/21
Toni L. Bisconti, Ph.D. Date
Negotiator

By:  3/10/21
Edward A. Evans, Ph.D. Date
Negotiator

By:  3/10/2021
Stephanie M. Yuhas, Esq. Date
Negotiator

By:  3/10/21
William D. Rich Date
Negotiator

By:  3/11/2021
Eben O. McNair, IV, Esq. Date
Negotiator/Legal Counsel

By:  3/10/21
Jessica Monroe, Esq. Date
Negotiator/Legal Counsel

ATTACHMENT #1

A description of these insurance benefits is set forth in this plan description. The actual plan document is written in much more technical and precise language. If the non-technical language of the attached plan description and the technical language of the plan document conflict, the language of the plan document shall govern.

2021 Medical & Prescription Drug Plan Summary and Comparison³

Covered Service ⁴	PPO Gold		PPO Blue	
	In Network	Out of Network	In Network	Out of Network
Office Visit ⁵	\$25	Subject to Deductible & 35% Coinsurance	\$30	Subject to Deductible & 45% Coinsurance
Specialist Physicians	\$35	Subject to Deductible & 35% Coinsurance	\$45	Subject to Deductible & 45% Coinsurance
Urgent Care	\$50	Subject to Deductible & 35% Coinsurance	\$70	Subject to Deductible & 45% Coinsurance
Emergency Room	<i>If admitted to the hospital from the emergency room, co-pay waived.</i>			
	\$100	Subject to Deductible & 35% Coinsurance	\$140	Subject to Deductible & 45% Coinsurance
Employee Coinsurance	15%	35%	25%	45%
Deductible (Single/Family)	\$400/\$800	\$800/\$1,600	\$600/\$1,200	\$1,200/\$2,400
Annual Out-of-Pocket Max (Single/Family)	\$2,500/\$5,000	\$5,000/\$10,000	\$4,500/\$9,000	\$9,000/\$18,000

Prescription Drugs ⁶	Retail (30 Day Supply)	Mail Order (90 Day Supply)	Retail (30 Day Supply)	Mail Order (90 Day Supply)
Generic Prescription Drugs (Tier 1)	\$10	\$25	\$12	\$30
Preferred Brand Prescription Drugs (Tier 2)	25% (\$70 Max)	25% (\$175 Max)	30% (\$85 Max)	30% (\$225 Max)
Non-Preferred Brand Prescription Drugs (Tier 3)	35% (\$85 Max)	35% (\$175 Max)	40% (\$125 Max)	40% (\$250 Max)
Specialty Prescription Drugs (Tier 4)	30% (\$125 Max)	--	35% (\$150 Max)	--

³ This chart has been prepared by The University of Akron to provide a very broad overview of the medical plan options currently available. Please refer to the specific plan materials provided in your benefits enrollment packet for more detailed information. Should any information differ between this sheet and the official plan documents, the plan documents shall prevail.

⁴ Eligibility Provisions: Initial Eligibility 1st of month following date of hire. Spouses with access to subsidized health coverage through own employment, where employer contributes at least 50% or more of cost, are restricted to secondary University coverage allowance.

⁵ This co-pay applies to family practitioners, general practitioners, obstetricians, and gynecologists, pediatricians, and "minute clinic" facilities

⁶ All prescription drug coverage includes: hard mandatory generic, step-therapy for select medications and quantity limits for select medications

2021 Dental Plan Summary⁷

Dental Services	
Deductible	\$50 Per person/\$100 Family for basic and major services.
Annual Benefit Maximum	\$1,250 Per person for all services
Diagnostic and Preventative	100%
Basic Services	70%
Major Services	50%
Orthodontic Services	
Orthodontia (children up to age 19)	50%
Orthodontia Lifetime Benefit Maximum	\$1,000 lifetime maximum

2021 Vision Plan Summary⁸

Vision Services		
In Network		
Well Vision Exam	\$10 copay	plan year
Prescription Glasses <ul style="list-style-type: none">LensesFrames	\$15 copay Single vision, lined bifocal, and lined trifocal lenses standard progressive lenses, Polycarbonate lenses, Scratch-resistant coating \$140 Allowance, 20% off amount over allowance	<ul style="list-style-type: none">Every plan yearEvery other plan year
Contact Lenses (Instead of glasses)	No copay. \$140 allowance for contacts. 15% off contact lens exam and fitting.	
Laser Vision Correction	Average 15% off the regular price or 5% off the promotional price from contracted facilities.	
Other Providers		
You get the best value from your benefit when you see a VSP doctor. If you see a non-VSP provider, you'll typically pay more out-of-pocket. You'll pay the provider in full and have 6 months to submit a claim to VSP for partial reimbursement less copays. Before seeing a non-VSP provider, call us at 800-877-7195.		
Maximum Reimbursement Amounts		
Well Vision Exam	Up to \$35	
Prescription Glasses <ul style="list-style-type: none">LensesFrames	-- <ul style="list-style-type: none">Single vision: up to \$25 Lined bifocal: up to \$40 Lined trifocal: up to \$55Up to \$45	
Contact Lenses	Up to \$105	
Laser Vision Correction	None	

⁷ This chart has been prepared by The University of Akron to provide a very broad overview of the medical plan options currently available. Please refer to the specific plan materials provided in your benefits enrollment packet for more detailed information. Should any information differ between this sheet and the official plan documents, the plan documents shall prevail.

-Eligibility Provisions: Initial Eligibility 1st of month following date of hire. Spouses with access to subsidized health coverage through own employment, where employer contributes at least 50% or more of cost, are restricted to secondary University coverage allowance.

-No cash incentive for opt out

⁸ This chart has been prepared by The University of Akron to provide a very broad overview of the medical plan options currently available. Please refer to the specific plan materials provided in your benefits enrollment packet for more detailed information. Should any information differ between this sheet and the official plan documents, the plan documents shall prevail.

-Eligibility Provisions: Initial Eligibility 1st of month following date of hire.

2021 Life Plan Summary⁹

Life Insurance	
'Basic' Active/Life/AD&D Insurance Benefit	Life and AD&D Insurance is provided by the University for two times your annual salary up to \$100,000
Minimum Basic Benefit	N/A
Maximum Basic Benefit	\$100,000
Optional Coverage (fully contributory)	Up to 5 times annual salary
Evidence of Insurability requirement	Over \$500,000 in coverage; subject to insurer requirements
Maximum Overall Benefit	\$1,000,000

2021 Disability Summary¹⁰

Long Term Disability	
Basic LTD Benefit	6-month elimination This plan provides 60% salary replacement up to a monthly maximum of \$5,000.
Optional LTD Benefits (fully contributory)	6-month elimination This plan provides 70% salary replacement up to a monthly maximum of \$6,000
Pre-existing Condition Limitation	This plan is subject to 3/12 pre-existing condition limitation, subject to insurer requirements
Own Occupation Limit	24 months

Short Term Disability	
Elimination Period	14 days injury 28 days illness
Benefit Amount	60% salary replacement up to a maximum weekly benefit of \$1,400
Benefit Duration	For disability due to an injury: 24 weeks For disability due to a sickness: 22 weeks
Pre-Existing Condition Limitation	This plan is subject to a 12/12 pre-existing condition limitation.
Employee Contributions	Fully contributory

⁹ This chart has been prepared by The University of Akron to provide a very broad overview of the medical plan options currently available. Please refer to the specific plan materials provided in your benefits enrollment packet for more detailed information. Should any information differ between this sheet and the official plan documents, the plan documents shall prevail.

Eligibility Provisions: Initial Eligibility 1st of month following date of hire.

-No cash incentive for opt out

¹⁰ This chart has been prepared by The University of Akron to provide a very broad overview of plan options currently available. Please refer to the specific plan materials provided in your benefits enrollment packet for more detailed information. Should any information differ between this sheet and the official plan documents, the plan documents shall prevail. Eligibility Provisions: Initial Eligibility 1st of month following date of hire.

ATTACHMENT 2

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and

a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.



Memorandum of Understanding

December 8, 2009

Counselor Nobil:

This side letter constitutes the mutual understanding of The University of Akron and the Akron-AAUP regarding an issue which arose previously and its potential application in the current negotiations regarding tenure and promotion, and had also arisen during the prior negotiations and was the subject of a prior side letter. That prior issue related to a faculty member who was unable to achieve a promotion in the department in which that faculty member worked. That faculty member then obtained the promotion outside of that department. This past incident has been cited by a current faculty member as a basis to request similar relief from the current Provost in a very similar situation (where the current faculty member has been unable to secure a promotion/tenure from that member's home department), and the Provost has taken the position that such relief is not appropriate in the current Situation, and that the past incident should not be a basis in making current or future decisions.

Concerned in part about this specific history and the issue of where an individual's tenure resides, the University made a contractual proposal that relates to where tenure resides. The Akron-AAUP expressed its concern that it is unaware that the proposed language exists in any other collective bargaining agreement and effectively was a solution looking for a problem.

This side letter re-confirms the prior side letter and the representations made by the Akron-AAUP whereby The University's withdrawal of its proposal regarding where tenure resides does not affect or undermine the correctness of the Provost's position regarding the above referenced matter, and, assuming the parties reach agreement regarding Retention, Tenure and Promotion that excludes The University's proposal regarding where tenure resides, the Provost's position, as set forth above, would not violate the parties' agreement.

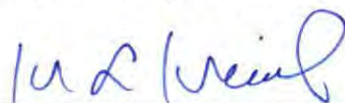
**MEMORANDUM OF UNDERSTANDING
REGARDING
ARTICLE 19—INTELLECTUAL PROPERTY**

The University of Akron and the American Association of University Professors, University of Akron Chapter agree to the following regarding the application and interpretation of Article 19—Intellectual Property:

1. The parties acknowledge that copyrightable materials created by a Bargaining Unit Faculty Member within the course and scope of university employment are “works for hire” and so any copyrights related thereto are the property of the University. However, the University and the AAUP recognize the tradition between the University and the faculty of the University disclaiming its rights in copyrights in certain faculty created works for hire, and as such, the University disclaims all ownership rights in traditional products of scholarly activity, which include, but are not limited to, journal articles, textbooks, papers, manuscripts, dissertations, theses, monographs, novels, poems, paintings, sculptures, other works of art, musical compositions, teaching materials, and examination materials.
2. Substantial Support. Unless otherwise provided in this MOU or Article 19 (Intellectual Property), the Bargaining Unit Faculty Member and the University shall be joint owners of any copyrightable work created by a Bargaining Unit Faculty Member with substantial support from the University. In such instances, the Bargaining Unit Faculty Member and the University shall negotiate in advance the allocation of specific ownership rights, obligations, and such other issues as they may agree upon.
 - a. For purposes of this Article, “substantial support” shall mean University financial support in the form of money, facilities, professional technical support services, graduate assistant support, course release or other assigned time that exceeds the norm for a Bargaining Unit Faculty Member’s usual assignment or salary.
 - b. “Substantial support” does not include:
 - (i) Ordinary library services;
 - (ii) Ordinary clerical or administrative support;
 - (iii) Office or laboratory supplies and equipment provided within the normal scope of employment;
 - (iv) Merely assigning a Bargaining Unit Faculty Member to teach a course that uses instructional materials that are provided to students electronically, including online; and
 - (v) Ordinary computer network support.

- c. "Substantial support" includes, but is not limited to:
 - (i) Course release or other assigned time (other than a Professional Development Leave);
 - (ii) Additional office or laboratory space, supplies or equipment beyond the normal scope of employment.
- d. For the development of distance learning materials, "substantial support" includes, but is not limited to:
 - (i) Provision of designated technical assistance, such as audio-visual department personnel or a qualified graduate assistant, to assist development of an online course, or provision of specialized software purchased for a particular online project, which exceeds normal University support for traditional courses, or
 - (ii) Support commissioned by the University by the provision of course release or other assigned time or other compensation to a faculty member as an adjustment to normal assigned duties for the purpose of creating a distance learning course, which exceeds normal University support for traditional courses.
- e. For the development of distance learning materials, "substantial support" does not include:
 - (i) Ordinary use of University servers and software platforms for the delivery of distance education;
 - (ii) Ordinary orientation to the operation of online instructional techniques and processes; and
 - (iii) Ordinary technical troubleshooting assistance.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be made effective this ___ day of February, 2016.


 Kevin Kreider-Chief Negotiator
 for Akron-AAUP


 Steve Nobil-Chief Negotiator for
 The University of Akron

 5/8/16
 Witness Date

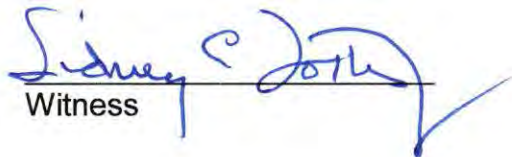
 5-12-16
 Witness Date

MEMORANDUM OF UNDERSTANDING

The University of Akron and the Akron-AAUP agree that the University shall continue to consider on a case-by-case basis, consistent with how it has done so in the past, providing additional paid sick leave to those bargaining unit members who have exhausted their sick leave.


IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be made effective this ____ day of January, 2010.

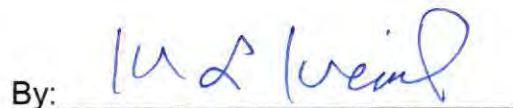
THE UNIVERSITY OF AKRON


Witness

By: 

THE AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS,
UNIVERSITY OF AKRON CHAPTER


Witness

By: 

MEMORANDUM OF UNDERSTANDING

REGARDING SAME-SEX DOMESTIC PARTNER BENEFITS

WHEREAS, as a result of the United States Supreme Court decision in *Obergefell v. Hodges*, 135 S. Ct. 2584 (2015), same-sex marriage is now legal in Ohio;

WHEREAS, before the decision in *Obergefell*, The University of Akron (the "University") and the American Association of University Professors, The University of Akron Chapter ("Akron-AAUP") agreed that health insurance and other benefits extended to bargaining unit faculty spouses and dependents would be extended to same-sex domestic partners and the dependents of same-sex domestic partners, provided that the bargaining unit member met the requirements listed in the Affirmation of Same Sex Domestic Partnership (the "Affirmation") and submitted a completed copy of the Affirmation, and promptly advised the University of the termination of such relationship and completed the Affirmation of Termination of Same Sex Domestic Partnership; and

WHEREAS, during November, 2015, the open enrollment period for benefits for calendar year 2016, the University offered same sex domestic partner and same-sex domestic partner dependent benefits on the same terms and conditions as it did prior to *Obergefell*; and

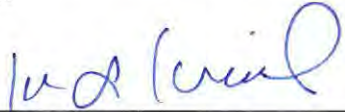
WHEREAS, the University and the Akron-AAUP desire to have the University continue to offer same sex domestic partner and same-sex domestic partner dependent benefits to eligible bargaining unit employees throughout calendar year 2016, but not thereafter, so long as same sex marriage is legal in Ohio, and desire to remove the provisions relating to same-sex domestic partner and same-sex domestic partner dependent benefits from the Collective Bargaining Agreement now that same-sex couples may legally marry while also giving same-sex couples a reasonable amount of time to make marriage arrangements;

NOW, THEREFORE, the University and the Akron-AAUP agree as follows:

1. Eligible bargaining unit faculty may enroll same-sex domestic partners and same-sex domestic partner dependents during the 2016 plan year upon qualifying for a special enrollment period.
2. The ability to have coverage for same-sex partners and their dependents without marrying will extinguish at midnight on December 31, 2016.
3. Beginning with the 2016 open enrollment period and the 2017 plan year, bargaining unit faculty with same-sex partners and same-sex partner dependents must be legally married to obtain spousal or dependent coverage through the University.
4. In the event that the *Obergefell* decision is overturned, the University and the Akron-AAUP agree to revive the provisions of the collective bargaining agreement, including applicable affirmations, relating to extending benefits to same-sex domestic

4. In the event that the *Obergefell* decision is overturned, the University and the Akron-AAUP agree to revive the provisions of the collective bargaining agreement, including applicable affirmations, relating to extending benefits to same-sex domestic partners and their dependents, to the extent the University may legally offer such coverage.

Kevin Kreider-Chief Negotiator for
American Association of University
Professors, The University of Akron
Chapter



Date: 5/6/16

Steven M. Nabil-Chief Negotiator for
The University of Akron



Date: 5/6/16

MEMORANDUM OF UNDERSTANDING

Labor-Management Bargaining Unit Composition Policy Committee

Feb. 17, 2016

The labor-management Bargaining Unit Composition Policy Committee ("Policy Committee") shall be composed of, at a minimum, the Provost or Senior Vice-Provost, an additional high level administrator designated by the University, the President of the Akron-AAUP, and the Chief Negotiator of the Akron-AAUP, or such substitute designees as the Akron-AAUP may determine. The Policy Committee's principal charge, on an ongoing basis, is to discuss and seek a mutually-agreed resolution regarding the future composition of the bargaining unit faculty—tenure/tenure track and non-tenure track (professors of practice/professors of instruction) with the understanding that the Board of Trustees makes the ultimate decision on the composition of the bargaining unit faculty. In addition, the Policy Committee's secondary charge, on an ongoing basis, is to discuss, as the Policy Committee members shall mutually agree, important, structural, long term issues between the bargaining unit faculty and the University regarding topics and issues for which the Chapter (as distinguished from the Faculty Senate) has jurisdiction.

The Policy Committee shall meet regularly throughout the year on a mutually agreed upon schedule.

Memorandum of Understanding Regarding the New Title IX Regulations and Policy

WHEREAS, the University of Akron (the “University”) and the American Association of University Professors, The University of Akron Chapter (the “Chapter”) (the University and the Chapter are collectively referred to herein as the “Parties”) understand that as of August 14, 2020, the Secretary of the United States Department of Education amended the regulations (“regulations”) implementing Title IX of the Education Amendments of 1972 (“Title IX”).

WHEREAS, these new regulations specify in certain respects how recipients of Federal financial assistance covered by Title IX, including the University of Akron, are required to respond to allegations of gender-based misconduct, including sexual harassment, consistent with Title IX's prohibition against sex discrimination.

WHEREAS, the regulations require the University to disseminate its non-discrimination policy and to adopt a grievance procedure regarding Title IX.

WHEREAS, in response to the new regulations, on August 14, 2020, the University amended its Title IX grievance process to comply with the new regulations by adopting and implementing certain provisions in its *Interim Gender-Based Misconduct and Title IX Policy & Protocol* (“Title IX Policy”) located at <https://www.uakron.edu/title-ix/docs/title-ix-policy.pdf> and must bargain with the Akron-AAUP about certain issues to be addressed in the Title IX Policy to ensure compliance with the Title IX Regulations or risk foregoing federal funding.

WHEREAS, from time to time, bargaining unit members may be complainants of or respondents to allegations of gender-based misconduct.

NOW, THEREFORE, the Parties agree as follows:

1. Bargaining unit faculty alleged to have violated the Title IX Policy shall be afforded all of the rights and privileges enumerated in the University's Title IX Policy, including the right to a fair and impartial hearing before an independent hearing officer and an advisor of the member's choice during the investigatory process and during the hearing.
2. A bargaining unit faculty member's advisor may, but is not required to, be a representative of the Akron-AAUP. The University shall make its advisor training program available to representatives of the Akron-AAUP. The Akron-AAUP shall have the discretion to decline to serve as the advisor for a bargaining unit faculty member on a case-by-case basis, and a bargaining unit faculty member is not required to utilize an Akron-AAUP representative as an advisor. The Akron-AAUP may provide a representative to serve as an advisor through the investigatory phase without being obligated to continue to provide an advisor at the hearing phase. The University shall, upon request by the bargaining unit member, provide the bargaining unit member with an advisor, free of charge, to be utilized by the bargaining unit member during the Title IX investigatory process, including the hearing before an independent hearing officer. The

faculty member may hire personal legal counsel to serve as the member's advisor, at the member's own expense. The Akron-AAUP may provide suggestions of individuals that could serve as independent hearing officers and University-provided advisors, and may provide feedback to the appropriate University official regarding the performance of independent hearing officers.

3. Any conflict between the Title IX regulations, the University's Title IX Policy, or this MOU and Article 14 of the CBA shall be resolved in favor of the Title IX Regulations, the Title IX Policy, and this MOU.

4. In accordance with the Title IX Policy, an independent hearing officer (not the Provost) appointed and assigned by the University shall, after a hearing, make a determination regarding any alleged violation of the Title IX Policy. These determinations shall be made applying a preponderance of the evidence standard. The independent hearing officer shall also recommend any and all disciplinary action, if any, and other remedies, up to and including termination of employment of said bargaining unit member. Any final disciplinary action by the University must be consistent with principles of just cause under Article 12 of the CBA.

5. The bargaining unit member shall be entitled to receive all evidence against the member during the investigation and in advance of the hearing in accordance with the Title IX Policy and the Title IX Regulations. The member's advisor shall have right to cross-examine the complainant (and all relevant witnesses) in accordance with the Title IX Regulations during the hearing and prior to any determination of responsibility being made by the independent hearing officer.

6. Any disciplinary action imposed by the independent hearing officer for conduct found to have been a violation of the Title IX Policy may be appealed to the AVPELR, who shall serve as the appeals officer, also known in the Title IX Policy as the Appeals Decision Maker. Any recommended corrective action imposed by the independent hearing officer shall be delayed during the appeal and subject to this review.

Appeals of disciplinary action imposed by the independent hearing officer pursuant to the Title IX Policy shall be filed within ten (10) business days from the date the independent hearing officer's findings are provided to the parties. This appeal shall serve as the bargaining unit member's right to grieve the decision or level of discipline of the independent hearing officer pursuant to the Title IX Policy.

The decision of the hearing officer shall include a notice of this ten-day deadline and the procedure and bases for filing an appeal.

7. The AVPLER's appeal decision may be appealed to arbitration pursuant to Article 12, Section 6. The normal deadline in the CBA for filing this appeal (20 days) will apply. The arbitrator shall be bound by the CBA in the same manner as any other discipline case arbitration.

- The Title IX Coordinator, investigator(s), or decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter;
 - There was a misapplication or misinterpretation of the rule/policy alleged to have been violated;
 - There was not a reasonable basis to support the hearing officer's findings that a violation of the rule/policy was established;
 - The sanction(s) imposed by the hearing officer is not proportionate to the violation found by the hearing officer.
9. In any event, the due process protections provided to bargaining unit faculty shall not be less than the protections guaranteed by Article 14 and Article 12 of the CBA. In the event of an arbitration under Article 12 regarding sanctions imposed under the Title IX Policy, the arbitrator shall determine the burden of proof for determining just cause and the appropriate remedy, if any.

TENTATIVELY AGREED TO BY:

THE UNIVERSITY OF AKRON

By: _____

Date: 2/8/2021

AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS, THE
UNIVERSITY OF AKRON CHAPTER

By: _____

Date: 2/8/2021

FALL 2020 ENROLLMENT BY ACADEMIC CAREER - CENSUS									
	FALL 2020 CENSUS				FALL 2019 CENSUS				Index Fall 2020 / Fall 19 Census
	UGRD	GRAD	LAW	TOTAL	UGRD	GRAD	LAW	TOTAL	
"Unduplicated" UA									
TOTAL ENROLLMENT	15,386	2,018	426	17,829	16,407	2,365	445	19,217	0.928
2020/2019 Point in Time Projection Index				15,374				19,814	0.970
				1.160				0.970	
ENROLLMENT BY ADMIT TYPE									
Total New Students	4,551	401	104	5,055	5,062	529	99	5,690	0.888
First Year New Freshmen									
Direct	1,204	-	-	1,204	1,458	-	-	1,458	0.826
College Ready	706	-	-	706	777	-	-	777	0.909
Emergent	580	-	-	580	613	-	-	613	0.946
Preparatory	25	-	-	25	57	-	-	57	0.439
Adult (Non-Traditional)	39	-	-	39	43	-	-	43	0.907
Transfer	460	-	3	463	521	-	1	522	0.887
Postbac	36	-	-	36	44	-	-	44	0.818
ELI	-	-	-	-	15	-	-	15	0.000
TOTAL CCP & ECHS	2,599	-	-	2,599	2,508	-	-	2,508	1.036
TOTAL CCP & ECHS % of Total UGRD Enrollment	16.9%	-	-	-	15.3%	-	-	-	-
60+	11	-	-	11	30	-	-	30	0.367
Transient Guest	12	-	-	12	23	-	-	23	0.522
Special Non Degree	4	20	-	24	17	42	3	62	0.387
Masters / PHD Candidate	-	381	-	381	-	487	-	487	0.782
Law	-	-	101	101	-	-	95	95	1.063
Total Continuing Students	10,835	1,617	322	12,774	11,345	1,836	346	13,527	0.944
ENROLLMENT BY LOCATION									
Akron	14,050	2,018	426	16,494	15,116	2,362	445	17,923	0.920
Holmes	-	-	-	-	21	-	-	21	0.000
Lakewood	-	-	-	-	59	37	-	96	0.000
Lorain	-	-	-	-	-	-	-	-	-
Medina	222	-	-	222	241	-	-	241	0.921
Wayne	2,431	-	-	2,431	1,378	14	-	1,392	1.746

FALL 2020 STUDENT CREDIT HOURS BY COLLEGE OF COURSE OFFERING - CENSUS									
	FALL 2020 CENSUS				FALL 2019 CENSUS				Index Fall 2020 / Fall 19 Census
	UGRD	GRAD	LAW	TOTAL	UGRD	GRAD	LAW	TOTAL	
UA TOTAL STUDENT CREDIT HOURS	188,671.0	15,818	5,339	209,828.0	202,813	18,458	5,647	226,918	0.925
Academic Affairs	6,506	-	-	6,506	6,677	-	-	6,677	0.974
Unassigned	-	-	-	-	-	-	-	-	-
Arts & Sciences	88,330	3,290	-	91,620	97,647	3,913	-	101,560	0.902
Bus Admin	18,260	1,747	-	20,007	19,694	2,121	-	21,815	0.917
Health Professions	19,601.0	6,701	-	26,302	19,997	7,125	-	27,122	0.970
Education	5,777	734	-	6,511	5,950	1,128	-	7,078	0.920
Engineering	14,037	1,738	-	15,775	15,312	2,139	-	17,451	0.904
Honors	1,337	-	-	1,337	1,302	-	-	1,302	1.027
Law	-	-	5,339	5,339	-	-	5,647	5,647	0.945
Poly Science & Eng	183	1,608	-	1,791	327	2,032	-	2,359	0.759
Applied Science & Tech	18,700	-	-	18,700	23,472	-	-	23,472	0.797
Wayne College	15,940	-	-	15,940	12,435	-	-	12,435	1.282
CCP & ECHS Total SCH as Part of Total SCH	16,319	-	-	-	16,352	-	-	-	-
CCP & ECHS Total SCH as % of All Undergraduates	8.65%	-	-	-	8.06%	-	-	-	-

FALL 2020 STUDENT CREDIT HOURS BY LOCATION OF COURSE OFFERING - CENSUS									
	FALL 2020 CENSUS				FALL 2019 CENSUS				Index Fall 2020 / Fall 19 Census
	UGRD	GRAD	LAW	TOTAL	UGRD	GRAD	LAW	TOTAL	
UA TOTAL STUDENT CREDIT HOURS	188,671.0	15,818	5,339	209,828.0	202,813	18,458	5,647	226,918	0.925
Akron	172,731	15,818	5,339	193,888.0	189,971	18,044	5,647	213,662	0.907
Holmes	-	-	-	-	105	-	-	105	0.000
Lakewood	-	-	-	-	326	264	-	590	0.000
Lorain	-	-	-	-	-	-	-	-	-
Medina	965	-	-	965	1,371	-	-	1,371	0.704
Wayne	14,975	-	-	14,975	11,040	150	-	11,190	1.338

Notes:

- In the PeopleSoft System, students may be classified in multiple academic careers.
UA Total Enrollment table - a student is counted only once in the primary higher level career.
- UA Total Enrollment by Location table - students enrolled at multiple locations are counted once for each location by the primary higher level career.
- Student Credit Hours by College of Course Offering table - SCHs are on the Campus and College of Course Offering.
If Campus is Wayne, SCHs are accounted for under Wayne College.

4. Fall 2019 Census reflects enrollment through the census date of the semester.
Departments which have moved from one college to another after Census are adjusted for comparison reporting purposes.
Adjustments are reflected on Student Credit Hours by College of Course Offering table. Overall UA total for Headcount and SCHs remain unchanged.

5. Totals for CCP/ECHS are adjusted for the final calculation of total continuing students to account for only "new" students. Overall totals of CCP/ECHS are presented on row 21 for planning purposes.

6. Total new CCP/ECHS for Fall 2019 was 1463 and 1474 or Fall 2020.

Source:

1. Student Records System (PeopleSoft)
Fall 2020 - CENSUS (reported 09/08/20)
Fall 2019 - CENSUS (reported 09/10/19)

2. Registration Statistics: Fall 2019 Census Report